UBCP/ACTRA

2018-2021 BRITISH COLUMBIA MASTER PRODUCTION AGREEMENT

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PREAMBLE

This Agreement is made and entered into in the Province of British Columbia by and between the Union of B.C. Performers (hereinafter referred to as the "Union" or "UBCP"), which is the British Columbia Branch of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) with principal offices at 300-380 West 2nd Ave, Vancouver, B.C., V5Y 1C8 and the signatory Individuals, Persons, Partnerships, Firms, or Corporations listed in Appendix "A", and those added from time to time to this Agreement by virtue of executing the Recognition of Agreement as per Appendix "B", and added to Appendix "A" (hereinafter referred to collectively as the "Producers" or separately as "Producer"). The Producers and the Union (hereinafter referred to as the "Parties") agree to the following:

SECTION A

GENERAL CLAUSES

ARTICLE A1 - UNION RECOGNITION AND APPLICATION

A101 Union Recognition

The Producer recognizes the Union as the exclusive bargaining agent for Performers with respect to all terms and conditions contemplated by this Agreement. It is further recognized that the Union has exclusive jurisdiction in all recorded Productions within the Scope of Agreement described in A102 below, which are produced in British Columbia and the Territory of the Yukon. It is acknowledged and agreed that the Union represents a majority of the Performers in the bargaining unit, and that the Union shall be the sole and exclusive bargaining agent for all Performers in the bargaining unit.

A102 Scope of Agreement

This Agreement applies to Performers engaged in the production of Theatrical or other Motion Pictures, episodic television Series (including Pilots), Mini Series and Made-for-Television Movies (MOWs) for Network Television, Syndicated Television, Cable Television, Pay Television, Compact Devices, and New Media.

A103 Future Negotiations on Scope of Agreement

When a Producer is engaged in any other Production outside the Scope of this Agreement, the Producer and the Union shall enter into negotiations with a view to concluding promptly an agreement for separate rates and other provisions for those Productions. The Parties agree to commence such negotiations within five (5) days of the written request from either party.

A104 Minimum Terms

This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in recorded Production within the Scope of Agreement, which are produced in British Columbia or the Territory of the Yukon except as provided in Article A111 (Territorial Jurisdiction and Application of this Agreement) below. No person engaged in any category of performance within the Scope of this Agreement shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.

A105 Agreement in Whole

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to the Production produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

A106 Rights of Producer

Except to the extent modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

(a) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,

(b) the right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

All of these rights are exercised subject to the terms of this Agreement.

A107 Laws of British Columbia Apply

This Agreement is made and entered into in the Province of British Columbia and in all respects the laws of British Columbia will apply.

A108 The Union

For the purposes of this Agreement, its Appendices, forms, or other related material, the term "the Union" refers to the Union of B.C. Performers, which is the British Columbia Branch of ACTRA, 300-380 West 2nd Ave, Vancouver, B.C., V5Y 1C8.

A109 Employment Legislation

The Producer agrees to comply with all provisions of applicable legislation including Employment Standards, Labour Relations and Human Rights Legislation. The Producer shall register with the Workers' Compensation Board, or any like administrative tribunal in a jurisdiction other than British Columbia. The Producer agrees that to the extent legally possible all Performers shall be included in the Producer Workers' Compensation registration and coverage.

A110 Conflict With Laws

(a) If any federal or provincial law invalidates or supersedes any clause in this Agreement, the law shall prevail over the clause. However, the other provisions of this Agreement shall remain in full force and effect. If any clause is declared invalid, it is further agreed that the parties shall meet to negotiate in good faith a

replacement clause which shall be valid and which shall replace the clause declared invalid.

(b) If the parties do not agree on a mutually satisfactory replacement clause within thirty (30) calendar days, then either party may immediately submit the dispute to regular arbitration.

A111 Territorial Jurisdiction and Application of this Agreement

The territorial jurisdiction of the Union includes and the provisions of this Agreement shall apply to the Province of British Columbia and the Territory of the Yukon.

(a) The Union continues to be the Performer(s)' exclusive bargaining agent and representative, notwithstanding that the Performer(s) is required to perform duties outside of the British Columbia or the Yukon. This Agreement applies to any Performer assigned by a producer to perform services outside British Columbia or the Yukon unless the Performer is covered by another collective agreement with another labour organization specific to that production at that location.

(b) Before assigning a Performer to perform duties at a location outside of Canada, the Producer will sign a written individual contract with that person. The individual contract must specify the duration of assignment, rate of pay, working conditions, payment of expenses, accommodation arrangement, and it may include any other pertinent information or other terms and conditions of engagement no less favorable than those provided under this Agreement.

A112 Enabling Provision

The Producers and the Union will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for the Performers and the competitive position of the Producers. The Union will review a request from the Producer(s) for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Performers. The Union shall make reasonable efforts to respond to a request for modification within three (3) business days of receipt of the request or any extension thereof by mutual agreement. The Union is authorized to approve and implement such modifications as it deems necessary and in the best interests of the Parties. Any such modifications to this Agreement shall be by Letter of Understanding and may be for one (1) production, for a type of Production, for a specific area, or for a specific period of time. A copy of any Letter of Understanding will be provided to the Producer and a designated representative thereof.

A113 Money Defined

All references to "dollars" or money rates of any kind in this Agreement, including its Appendices, are in Canadian Dollars except as expressly provided otherwise hereunder.

A114 Successorship

This Agreement shall be binding upon the Union and the Producer signatory hereto and upon its subsidiaries engaged in the production of theatrical motion pictures and television motion pictures in British Columbia during the Term of this Agreement, in which subsidiaries the Producer has a fifty percent (50%) or more financial interest, and upon all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like during the Term of this Agreement shall succeed to or become entitled to more than fifty percent (50%) of the Producer's business of producing such

motion pictures in British Columbia. The parent of the Producer and any affiliate of such parent shall not be deemed a successor of or entitled to such business of the Producer solely because such parent and/or affiliate hold stock or equity interest in the Producer or any successor to the Producer. This paragraph shall not be applicable to the sale or assignment of distribution rights.

A115 Notice to Successor(s)

The Producer shall give notice of the existence of this Agreement to any successor, purchaser, assignee, transferee, or lessee, or the like, of the business and operation covered by this Agreement. The notice shall be in writing with a copy to the Union, and shall be given no later than the time the Producer executes a lease or other transfer device.

A116 Capitalized Words

Capitalized words generally indicate that the terms are defined in Article A2 (Performer Definitions), A3 (Definition of Terms), D2 (Definitions (Qualified Background Performer)) or elsewhere in this Agreement.

A117 Gender and Number

Where the context so requires, the feminine gender shall include the masculine or neuter, and the masculine or neuter the feminine and the singular shall include the plural and the plural the singular.

A118 Consultation Committee to be Established Upon Request

(a) On the request of either Party a Consultation Committee shall be established and shall meet regularly during the term of this Agreement to discuss work-related issues that affect the Parties or any Performer covered by this Agreement.

(b) The purpose of the Consultation Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.

(c) The Consultation Committee shall be comprised of an equal number of representatives of the Producer(s) and the Union.

ARTICLE A2 - PERFORMER DEFINITIONS

A201 Actor means a Performer engaged to speak or mime five (5) lines or less of dialogue or an actor whose performance constitutes an Individual Characterization (as defined in Article A324) notwithstanding the absence of dialogue.

A202 Animation Performer means a Performer engaged to voice a Role or Roles off camera in an animated Production or Productions.

A203 Announcer means a Performer engaged to deliver continuity or a message other than a commercial.

A204 Associate Stunt Coordinator
The Producer agrees that, on all Productions which qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged, (subject to Article A6 (Qualification of Performers)) the Producer shall also engage a Canadian Stunt Coordinator as an Associate Stunt Coordinator whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator.

A205 Background Performer
See Article D2 (Definitions (Qualified Background Performer)) for definitions.

A206 Choreographer means a Performer who creates and/or stages dance numbers.

A207 Chorus Performer means a Performer engaged to appear in a Program in any combination of two (2) or more of the categories of Group Singer, Group Dancer or Actor.

A208 (a) **Dancer** means a dancer, skater, or swimmer who is professionally qualified by training and/or experience to perform choreographed routines requiring rehearsal, such as ballet, chorus dancing, modern dancing, tap dancing, jazz dancing, acrobatic dancing, exhibition-level dancing, swimming, or skating.

(b) **Group Dancer** means one (1) of two (2) or more Dancers, except duos engaged in dance.

A209 Extras
See Background Performers Article D2 (Definitions (Qualified Background Performer)) for definitions.

A210 Host means a Performer who introduces or links segments of a Program. Included among the categories of Host are:
(a) Master of Ceremonies
(b) Moderator
(c) Quiz Master
(d) Interviewer

A211 Model means a Performer engaged to display or physically illustrate a product, idea or service in a live action production (*i.e.*, not prop shots).

A212 Narrator or Commentator means a Performer engaged to perform narrative material or commentary on- or off-camera.

A213 Off-Camera Performer means a Performer other than an off-camera Narrator or Commentator, or Animation Performer engaged to execute or interpret a role in a dramatic form of presentation off-camera.

A214 Panelist means a member of a group expressing an opinion.

A215 **Performer** means a Member or permittee of the Union who is engaged under the terms of this Agreement.

(a) The following persons engaged to appear in a Program may be excluded from the terms of this Agreement.

(i) A member of the armed forces of Canada when appearing in any Program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.

(ii) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.

(iii) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.

(iv) A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except when such person or persons are rehearsed or directed so as to provide individual characterization.

(v) A contestant participating in a quiz Program or game Program, except when such contestant is rehearsed to develop an individual characterization.

(b) The following persons shall be **excluded** from the rates and conditions of this Agreement in production of Documentary and Industrial Programs only:

(i) Persons holding or candidates for public office appearing as themselves in a Program.

(ii) Non-professional choirs, choruses, dancing groups and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations, not operated for the profit of its individual members.

(iii) Persons appearing in a single Production in relation to news, education or public affairs, or because they are specialists whose regular employment or whose activity is in the field in which they report or comment such as government employees, college professors, or members of a recognized profession; provided, however, that they shall be limited to three (3) occasions in any calendar year.

(iv) Members of the armed forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members of the public.

(v) Persons appearing as themselves (including UBCP/ACTRA members), unless they are performing a role.

When a Member of the Union is engaged in the above excluded categories, with the exception of (b)(v) above, the rates and conditions of this Agreement shall apply.

A216 **Principal Actor** means a Performer engaged to speak or mime six (6) or more Lines of Dialogue or a Performer engaged to perform a major Role without dialogue (*e.g.*, The Ghost of Christmas Future).

A217 **Puppeteer** means a Performer who manipulates hand puppets or marionettes and in this definition "manipulating" means the movement, placing and positioning of a hand puppet, or marionette.

A218 (a) **Singer** means a singer who is professionally qualified by training and/or experience. Non-professional singing, such as by Background Performers, is excluded from this definition (*e.g.*, a group of Background Performers singing "Happy Birthday").

(b) **Group Singer** means one (1) of two (2) or more Singers except duos.

A219 **Specialty Act** means any act, either individual or a group, which is available, except for camera rehearsals, as a rehearsed entity ready for performance prior to an engagement.

A220 **Sportscaster** means a Performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring or is to transpire in the sporting field, or an Announcer specializing in sports or commenting thereon.

A221 **Stunt Actor** means a Stunt Performer who is engaged to play a Role, which may include up to ten (10) words, and who performs stunt work.

A222 **Stunt Coordinator**
Under the direction of the Producer or its designee, the Stunt Coordinator is responsible for the casting and supervision of Stunt Performers, the coordination of stunts and/or action sequences, and the coordination of Performer action as required. The Stunt Coordinator employed under this Agreement must be a Member of the Union.

A223 **Stunt Performer** means a Performer specially trained and knowledgeable in the performance of stunt work, as the term is generally understood in the industry, relating to a performance which would be considered dangerous if not performed by a Performer with such special training.

A224 **Variety Principal** means a Performer engaged to appear in any combination of the categories Actor, Singer, Host, Dancer, or Puppeteer.

A225 **Vocal or Dialogue Coach** means someone engaged to coach Performers either in vocal or script delivery techniques.

ARTICLE A3 - DEFINITION OF TERMS

A301 **Terms to be Given Common Industry Meaning**
Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the motion picture industry. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa; words denoting one (1) gender shall include all genders.

A302 **Above Minimum Fee or Over-scale** is the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Agreement.

A303 **ADR** means Additional Dialogue Recording. (See Post-Synchronization.)

A304 **Agreement** means this Agreement, all the Appendices attached to this Agreement, any signed Letter(s) of Modification and all individual contracts of engagement.

A305 **Audition or Interview** means the visual and/or oral assessment by the Producer, live or recorded, of a Performer or a group of Performers, for the purpose of determining his, her or their ability, talent, physical attributes and/or suitability for inclusion in a Production.

A306 **Availability Inquiry** means an approach to a Performer regarding his/her interest and/or availability for an engagement.

A307 **Billboard** means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets and occurs either at the opening or closing of a Program.

A308 **Booking** means verbal or written notification to a Performer and verbal or written acceptance by him/her of an engagement on a definite or approximate date or dates. This Booking creates the obligation upon the Producer to engage the Performer, and the obligation upon the Performer to carry out the engagement.

A309 **Bumper** means a short non-commercial announcement in the nature of "we'll be right back."

A310 **Cable Television** means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals or programming services for which a single fee is charged for all or some of such signals or services. Cable Television use includes "basic cable" channels and "specialty" channels but does not include Network Television, Syndicated Television, or Pay Television, even where the pay television option is only available to cable subscribers. Pay Television and pay-per-view television are uses in addition to Cable Television or Basic Cable.

A311 **Call or Call Time** means the place and hour of commencement of work for a Performer.

A312 **Compact Device** means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM or any other similar format intended primarily for private, in home exhibition.

A313 **Contracted Fee** means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.

A314 **Copyright Holder** means the individual company, corporation or organization in which all original rights to exhibit, sell, lease, rent, reproduce, or otherwise dispose of a Program or Series of Programs are vested, including ownership of the original tapes or films and sound tracks.

A315 **Distant Location** means a location on which the Performer is required to remain away from the Studio Zone and be lodged overnight.

A316 **Documentary Program** means an information Program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.

A317 **Domestic Run** means the release of a Program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A release on a station in the same city or area in English and French does not constitute a re-run.)

A318 **Dubbing** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer in an existing Program originally produced and exhibited in a language other than English.

A319 **Educational Television** means curriculum-based Production not subject to resale or barter by a public, private, or educational broadcaster. In the event of such sale or barter, the use shall be considered Syndicated Television.

A320 **Engagement** and employment are used interchangeably for the purposes of this Agreement.

A321 **Episode** means one (1) Program, complete in itself but forming part of a Series.

A322 **Free Television** means exhibition defined as Network and/or Syndicated Television.

A323 **Gross Fee** means total compensation paid to a Performer during the production of a Program exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.

A324 **Individual Characterization** means that the Performer is:

(a) either addressed individually by a Principal Actor or is alone in the scene; and
(b) is given substantial individual direction which requires action or reaction that goes beyond the expected range of normal behavior; and
(c) such action is central to the story line.

The mere fact that the conspicuous behavior so requested has not been scripted in advance or that the individual performing such behavior is given a "character," name, title, a uniform or special make-up shall not of itself constitute individual characterization. Determination of Individual Characterization will be made only after consideration of all the above components or any combination thereof in the context of the entire sequence. Disputes concerning Individual Characterization shall be resolved pursuant to A1008 (Expedited Arbitration) of this Agreement.

A325 **Industrial Program** means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.

A326 **Interstitial** means filler material which in itself does not constitute a Program and which is produced (excluding commercials, Billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming.

A327 **Line of Dialogue** means a line of script of ten (10) words or less including directed but unscripted dialogue.

A328 **Lip Synchronization** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer including incidental voice synchronization of other languages.

A329 **Made-for-Television Movie (MOW)** means a motion picture drama of sixty-one (61) minutes or more in length intended primarily for television release.

A330 **Member** means a member of the Union of B.C. Performers or ACTRA.

A331 **Mini Series** means a single Program (*i.e.,* a Single Unit) of predetermined length intended for broadcast in segments and which has a single essential storyline beginning in the first segment and concluding in the last.

A332 **Motion Picture** means and includes, and has always meant and included, motion pictures, whether made on or by film, tape, or other media or transferred from tape to film or film to tape or other media, of any gauge or size or type, whether for public or private showings, and whether produced by means of motion picture cameras, electronic cameras, or devices, or any combination of the foregoing, or any other means, methods, or devices whether now known or developed in the future.

A333 **Nearby Location** means a location outside of the Studio Zone on which Performers are not lodged overnight but return to the Studio Zone at the end of the work day.

A334 **Net Fee** means the fees which are earned by a Performer on days during which Performers work in front of the camera or microphone, including blocking and ADR, and which are used for the purpose of calculating residuals and Use Payments. For greater certainty:

(a) The following fees are **included** in the calculation of *Net Fees*: Fees earned for any contracted day of work, *i.e.,* fees earned for the minimum eight (8) hour work day and any Rehearsal, makeup/hair dress/wardrobe, and overtime on such day. For clarity, fees earned on a contracted day of work in which a Performer reports for work, but does not actually go in front of the camera or microphone, for whatever reasons (delay caused by technical difficulty, etc.) shall be considered to be part of *Net Fees*.

(b) The following are **excluded** in the calculation of *Net Fees*: Prop shots, meal penalties, travel time (except when travel is part of an eight (8) hour work day), penalties for violation of the Rest Between Days (A1301), Rehearsals and Reading Sessions (except, as in (a) above, on a work day), cancellations or postponements that are in accordance with A19 (Cancellations and Postponements), Hold Overs on Location (A1801), talent Audition fees, late payment penalties, wardrobe fitting or special make-up (except, as in (a) above,

on a work day), and expense monies, such as per diem allowances, travel costs as agreed etc.

A335 **Network Television** in Canada "Network" shall mean CBC, CTV, and any other entity so designated by the Canadian Radio-television and Telecommunications Commission ("CRTC"). In the United States it shall mean ABC, CBS, and NBC, and any other entity so designated by the Federal Communications Commission ("FCC"). In other countries "Network" shall mean a station, telecast channel, or group of stations which are connected so as to provide nation-wide market penetration by a single entity or through simultaneous transmission of a motion picture(s).

A336 **New Media** means all media currently known in the marketplace, other than those listed in Article A357(a)(i)–(vii), including but not limited to download-to-rent ("DTR"), subscription video-on-demand ("SVOD"), ad-supported video-on-demand ("AVOD"), and paid permanent downloads (a.k.a. "electronic sell-through" or "download-to-own," hereinafter referred to as "EST").

A337 **Non-Theatrical** means the distribution in all formats in all media except Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, Compact Devices, New Media and those uses addressed in C102 (Payment for Other Forms of Use) of this Agreement.

A338 **Pay-Television** means the exhibition of a Program on a television receiver by a Pay-Television network operator or single station distributed by means of broadcast, Cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each Program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to the regular or basic Cable TV subscription fee, or to the proprietor of a free standing microwave distribution system, or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is Theatrical exhibition and shall not be considered Pay-Television.

A339 **Pilot Program** means a motion picture produced as one (1) of a projected Series to determine whether to produce the Series later.

A340 **Post-Synchronization** means the voice synchronization by a Performer of his/her voice to his/her own on-camera performance.

A341 **Producer** means the individual, company, corporation or organization which controls, administers, directs and is responsible for the production of any Program, whether or not s/he or it is or will be the Copyright Holder of the finished Program.

A342 **Production/Program** means any audio/visual work embodying the services and results of Performers whether this work is fixed on film, tape, or otherwise and includes, but is not limited to, each Episode of a Series, a Pilot, etc., regardless of the method of delivery.

A343 Production Meeting
When the Producer requests a Performer to attend a Meeting to discuss the Performer's Role/character. (See also A2307 Production Meeting.)

A344 Public Service Announcement means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.

A345 Reading Session
When the Producer requests a Performer to attend a script reading session with other cast members for the benefit of the writer and/or director. (See also A2305 Reading Session.)

A346 Rehearsal
Performers may be called for Rehearsals which involve the reading of lines with blocking and other staging movements. Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited. Further, the recording shall be destroyed when it has served its assessment function. (See also A2306 Rehearsal.)

A347 Residual Market means a market in which the Production is exploited, apart from the market that is included in the Declared Use.

A348 Risk Performance means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts) which could be considered dangerous and beyond the Performer's general experience or the placing of the Performer in a position which would normally be considered hazardous.

A349 Role means the part to be portrayed by a Performer.

A350 Series means Episodes of a television motion picture produced as a group.

(a) **Episodic Series** means a sequence of Programs each complete in itself but held together by the same title or identifying device common to all the Programs in the sequence, plus a character or characters common to many or all of the Programs in the Series.

(b) **Serial** means a sequence of Programs in which the same characters carry on a continuing narrative.

(c) **Anthology Series** means a sequence of Programs each of which contains a separate complete story or other complete Program entity, without a character or characters common to each of the Series but held together by the same title, trade name or mark or identifying device or personality common to all the Programs in the series. A continuing Host shall not be considered a character common to each of the Programs in the Series.

A351 Single Unit means a Program intended for broadcast as a single show, broadcast or exhibition or Program, and not as a part of an Anthology Series, Episodic Series, or Serial.

A352 Studio Zone

(a) The Vancouver Studio Zone (See Appendix "N" Map of Vancouver Studio Zone) shall be viewed as a grid, the boundaries of which are:

- On the West, the shoreline;
- On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;
- On the East, 122 degrees/45 minutes longitude southward to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the western shore of the Pitt River to a point directly north of 200th Street in Langley, B.C. and
- On the South, the Canada/U.S. border.

For clarity, along the Studio Zone's eastern boundary, the area encompassing all east-west street addresses below 20000 are within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone. The studio located at 20175 100A Avenue, Langley, BC - V1M 3X6 shall be considered within the Studio Zone.

(b) The Studio Zone for Greater Victoria (See Appendix "N-1" Map of Greater Victoria Studio Zone) is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal; Esquimalt; Langford; Colwood; and Metchosin.

In addition to the above, the Studio Zone for Greater Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Lake Mill Bay Road on the North; and West Shawnigan Lake on the West.

The parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Greater Victoria will include only land area as described above that is part of the mainland of Vancouver Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.

(c) For Distant Locations, the Employer may designate, after consulting with the UBCP, an additional Studio Zone for an area within a circle having a radius of up to twenty-five (25) kilometres but not to exceed an average driving time of thirty (30) minutes, centered around and measured from the nearest municipal hall. Such Studio Zone may not overlap the Vancouver or Victoria Studio Zones.

A353 **Substantial Snack** means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. During the winter, at least one (1) food item shall be hot or warm. Access to the craft services table containing such items shall constitute a Substantial Snack.

A354 **Syndicated Television** means exhibition on television, broadcast by UHF or VHF, other than Network Television.

A355 **Theatrical** means an entertainment motion picture generally sixty-one (61) minutes or more in length produced primarily for exhibition in theatres or comparable places when a charge, by any method, is paid by the viewing audience. The limited exhibition of any motion picture at a film festival, a charitable exhibition, or promotional exhibition when no direct admission is charged for the exclusive viewing of the film, shall not be considered a theatrical release.

A356 **Use Fees** includes residuals, prepayment of residuals, royalty payments, and other payments made as a result of sale, trade, rental, distribution, or other exploitation of a Program, an audio or visual segment of a Program, or its characters, and includes all payments or fees contemplated by Section C (Distribution Rights and Use Options) of this Agreement.

A357 **Use**

(a) **Use(s)** shall mean the exhibition or broadcast of a Production on:

- (i) Free Television:
  - (A) Network Television
  - (B) Syndicated Television
- (ii) Cable Television
- (iii) Pay Television
- (iv) Theatrical
- (v) Non-Theatrical
- (vi) Compact Devices
- (vii) Educational Television
- (viii) New Media

(b) The following uses that occur pursuant to and during the term of any Television (Network, Syndicated, Cable, Pay and Educational) license shall be considered part of Television Use:

- (i) Availability of the Production for linear streaming simultaneous with the television exhibition (including on a virtual multichannel video programming distributor ("vMVPD")[1]);
- (ii) Availability of the Production on any free-to-the-consumer platform (e.g., non-simultaneous viewing when the consumer does not pay a specific fee to view the Production, such as on Globaltv.com);
- (iii) Availability of the Production on any CRTC-licensed video-on-demand ("VOD") service or VOD service of a multichannel video programming distributor ("MVPD") (including a vMVPD) or any similar service that

[1] For clarity, a vMVPD includes a service with a single linear channel, e.g., CBS All Access.

currently exists or may hereafter be developed for which the consumer is not required to pay a separate charge for access to that service.

For clarity, any use by a licensee of a Production on any of the platforms set out above (linear streaming platform, free-to-the-consumer platform, MVPD, vMVPD or AVOD service or CRTC-licensed VOD service) when the licensee does not also have the right to exhibit the Production on Television (Network, Syndicated, Cable, Pay and Educational) is considered an exercise of New Media Use rights.

(c) When a Pay Television service (such as HBO or Showtime) also provides to its subscribers, without an additional subscription fee, the ability to access such service via an over-the-top ("OTT") method of delivery (such as HBO Go or Showtime Anytime), the availability of a Production so delivered shall be considered part of Pay Television Use. Likewise, when a Pay Television service can only be accessed OTT (such as via HBO Now or the OTT subscription service of Showtime), the availability of a Production so delivered shall be considered part of Pay Television Use.

A358 Variety Program means a Program that consists of songs, music, dances, sketches, vignettes, blackouts and similar material, ordinarily as a mixture of some or all of such elements.

ARTICLE A4 - OBLIGATIONS OF PRODUCER

A401 Preference of Engagement

The Producer shall give preference of engagement to members of the Union. For the purposes of this Article, Apprentice members shall be considered members of the Union except as provided for in Article D301(a) (Preference of Engagement).

A402 Policy of Equal Opportunities

(a) **Non-Discrimination.** The Producer agrees that it shall not discriminate against or engage in any harassment of any Performer for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, union membership or activity, or any other basis prohibited by applicable federal, provincial, or territorial law.

(b) The Performer and the Union agree that neither will discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour or national origin.

A403 Affirmative Action

All Roles in a Production shall be open to all Performers regardless of age, sex, race, creed or national origin, except those Roles which may be restricted because of specific requirements. In initiating casting sessions, Producers shall indicate, as known, those Roles which are so restricted.

A404 Anti-Union Discrimination Prohibited

The Producer shall not discriminate against or intimidate any Performer for reasons of membership in the Union or for Union activity outside working hours or for the exercise of rights in this Agreement or in legislation.

A405 Freedom from Personal Harassment

The Union and the Producers (the "Parties") agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this section are honored.

(a) The Producer shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment, violence and discrimination on grounds prohibited by the *Human Rights Code*. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.

(b) For the purposes of this Article, sexual harassment includes without limitation, behavior such as:

(i) unwanted attention of a sexual nature made by a person who knows or ought reasonably to have known that such attention is unwanted;

(ii) implied or expressed promise of reward for complying with a sexually oriented request;

(iii) implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and

(iv) sexually oriented remarks and/or behaviour that may reasonably be perceived to create a negative psychological and/or emotional environment for work.

(c) For the purposes of this Article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, where such comment or conduct shows disrespect or causes humiliation to a Performer because of the Performer's race, colour, creed, ancestry, place of origin, or ethnic origin.

(d) For the purposes of this Article, personal harassment includes any comment or conduct that is known or ought reasonably to be known to be unwelcome or offensive, which creates an unduly intimidating working environment, which denies individual dignity and respect or which threatens the economic livelihood of that individual.

(e) When a Performer believes that this Article has been breached in any way, the Performer shall immediately inform the Producer or its designated representative, either directly or with the assistance of a Union representative, of the unwelcome or offensive comment or conduct. When authorized by the complainant, the Union representative shall immediately make the complaint known to a representative of the Producer. The Union will refer the complainant to the Producer's harassment policies and encourage the complainant to notify the Producer. In any event, the Union will request permission to notify the Producer of the complaint. The Performer may at his or her discretion make his or her disapproval known to the individual whose conduct is in question. The Producer shall take immediate steps to investigate the complaint in as discreet

and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this Article.

(f) Because of the sensitive nature of these types of complaints, all Parties shall address and resolve these complaints promptly and in as confidential a manner as possible.

(g) The Producer will develop a statement on anti-harassment and violence prevention which will be communicated to the cast and crew prior to or on the first day of production. The Producer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (a) to (f) of this Article.

(h) The Parties agree that a Producer shall have just and reasonable cause to cancel a Performer's engagement for purposes of Article A1905 of the BCMPA if he or she violates this Article of the BCMPA or violates the Producer's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behaviour towards any other individual engaged on the Production, or by not respecting the statement.

(i) Retaliation or reprisals against any Performer by a Producer or any person acting on the Producer's behalf who, in good faith, raises a bona fide complaint pursuant to this Article will not be tolerated.

A406 All Performers to be Members or Permittees

The Producer shall not require a Performer to work in any Production with anyone who is not either a member of the Union or the holder of a work permit issued by the Union. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement. (See Article A215 Performer)

A407 Risk of Artistic Competence

The Producer assumes the risk of artistic competence of a Performer.

A408 Production Information

The Producer shall submit to the Union office not later than forty-eight (48) hours whenever possible and in any event not less than twenty-four (24) hours, prior to the first scheduled working day, the following information when known, on the form reproduced in Appendix "C" (Production Information Sheet):

(a) Name of Producer.
(b) Title of Production, type of Production, and number of Episodes (if applicable).
(c) Production dates and location(s).
(d) Cast list of Performers.
(e) Persons or groups for whom work permits are required.
(f) Name of production liaison [see A415(c) (Production Records)].
(g) Names of all Minors engaged and name and contact number of Tutor (see Article A27 Minors). This requirement shall be satisfied by forwarding to the Union copies of all Employment Standards Branch Child Employment Applications and Permits.
(h) Names of Performers engaged to appear nude.

(i) The production company's distant location, telephone, and fax numbers, if any.
(j) Names of all Performers engaged on contracts other than UBCP contracts.

Upon request, the Union shall be provided with a copy of the script plus any revisions thereto.

A409 No Casting Fees Permitted

No person, firm, or corporation engaged or subcontracted by the Producer to cast, hire, employ, or otherwise engage Performers (including Background Performers) may be engaged by a Producer if the effect is to avoid the requirements of this Agreement. In particular, an agency, person, firm, or corporation hired or otherwise engaged by the Producer, whether for compensation or gratuitously, to contract a Performer or a group of Performers may not charge a fee to the Performer(s) if the effect of this fee would be to compensate the Performer(s) at rates or conditions below the minimums of this Agreement.

A410 Right to Negotiate Above Minimum Terms

The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. While the Producer may advise that a Role has been budgeted at Minimum Fees, such advisement, in oral or written notices, must state that Performers who work above Minimum Fees are welcome to audition and will be considered.

A411 Assignment of Wages

Except as otherwise provided in this Agreement, all payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a Court Order.

A412 Administration Fee

(a) **UBCP Fees**

The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying to the Union as an administration fee, if the Producer is a Member in Good Standing of the Canadian Media Producers Association (hereinafter “CMPA”) or a Canadian Affiliate of the Alliance of Motion Picture and Television Producers (“AMPTP”) (the "Associations") as of the date of the remittance of the administration fee, a sum equal to one percent (1%) of the Gross Fees paid to all Performers ("Gross Performers' Fees") engaged by the Producer for the Production to a maximum of one thousand five hundred dollars ($1,500) per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceeds two million dollars ($2,000,000), the above-noted maximum administration fee shall be three thousand dollars ($3,000).

In respect of new live action television Series and Pilots, UBCP shall forgive payment of administration fees otherwise payable under the provisions of this Article A412(a) (Administration Fee) for the first two (2) seasons of the Series only.

(b) **CMPA Fees**

If the Producer is a Member in Good Standing of the CMPA as of the date of the remittance of the administration fee, the Producer shall pay a sum equal to one percent (1%) of the Gross Performers' Fees, to a maximum of three thousand dollars ($3,000) per Production or Episode, to the Canadian Media Producers Association – BC Producers Branch (hereinafter "CMPA-BC"). However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceeds two million dollars ($2,000,000), the above-noted maximum administration fee shall be five thousand dollars ($5,000). This provision may not be reduced or waived without the written agreement of the CMPA-BC.

(c) **AMPTP Fees**

A Producer who is a Canadian Affiliate of the AMPTP shall pay any levies which may be due to the AMPTP directly to the AMPTP.

(d) **Non-Member Producer**

If the Producer is not a Member in Good Standing of the CMPA or a Canadian Affiliate of the AMPTP as of the date of the remittance of the administration fee, a sum equal to four percent (4%) of the Gross Performers' Fees, with no maximum for any Production or Episode, shall be sent directly to the Union. All amounts collected under this paragraph shall be divided as follows: fifty percent (50%) shall be retained by the Union and fifty percent (50%) shall be paid to the CMPA-BC. The Union shall remit the CMPA's share of the administration fee collected pursuant to this paragraph, itemized by Production, to the CMPA-BC within thirty (30) days of the end of each calendar quarter. This provision may not be reduced or waived without the written agreement of both the Union and the CMPA-BC.

(e) These fees shall be computed by the Producer on a weekly basis and sent to the Union office, or the appropriate association, with a complete remittance breakdown at the same time that Insurance and Retirement remittances are made under Article A37.

(f) A Member in Good Standing of the CMPA is defined as a member whose payments to the Association for membership dues and administration fees are up to date.

(g) The Union will send to the Associations, on an ongoing basis, a list of all Productions containing the title of the Production, the name and address of the Producer, the shooting dates, location, and the Producers' Association membership as declared.

(h) **UBCP Residuals Administration Fee**

To partially defray the cost of monitoring and enforcing the provisions of Section "C" (Distribution Rights and Use Options) of this Agreement, each Producer shall remit to the Union one-half percent (0.5%) of Gross Fees paid to all Performers engaged in the production of a Production. The parties agree that the amount of the residuals administration fee payable hereunder, shall be subject to the following maximums:

For a Television Series: $250 per Episode, subject to a maximum of $1,500 per season

For any other Production: $1,500

A413 Assignment of Wages to pay Union Dues

(a) Pursuant to the *Labour Relations Code*, R.S.B.C. 1996, c. 244, s. 16, and the *Employment Standards Act*, R.S.B.C. 1996, c. 113, s. 22, the Producer and the Union agree that the Producer will honour a Performer's written assignment of wages to the Union unless the assignment is declared null and void by the B.C. Labour Relations Board or is revoked in writing by the assignor. The Producer will also deduct, upon request of the Union, any fines, assessments or arrears in membership dues that are not prohibited by the *Labour Relations Code*. The Producer will remit to the Union the fees and dues deducted along with a written statement containing the names of Performers for whom deductions were made, the amount of each deduction along with a copy of any revocation of the assignment. The Union shall hold the Producer harmless for any costs or damages arising from the fines, assessments or membership dues deducted by the Producer.

(b) This provision shall not apply to members of any other labour organization who are engaged under the collective agreement of their home labour organization.

A414 Subcontractor

The Producer shall require any "subcontractor" engaged to carry out any of the functions required to make or exploit a Production in British Columbia and Yukon to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such a subcontractor, and the Producer shall be liable in the event of a breach by this person, firm, or corporation. Notwithstanding the foregoing the Producer may contract with any person to perform specialized work such as, but not limited to aerial, underwater, or miniature work. Before contracting with any person to perform specialized work, the Producer will engage in a discussion with the Union, (which may include, where practicable, a meeting at the Union's request) of the reasons for contracting out such specialized work. This Article A414 (Subcontractor) does not apply to stock footage.

A415 Production Records

(a) The Producer shall maintain complete and accurate records with respect to Performers. Such records shall include the following:

(i) Name of Performer or Performers engaged and categories of performance.
(ii) Date or dates of services rendered by a Performer or Performers.
(iii) Amount paid for such services.
(iv) The hours worked.
(v) The name and number of the Program or Episode in a Series of Programs (where applicable) and International Standard Audiovisual Number (ISAN) identification (when known and available).
(vi) The date of the first Use in each medium and the release title of the Production (when different from the working title).
(vii) Any re-use of a Program, by providing dates and nature of re-use or and payments made to the Union and the Performers concerned.
(viii) A copy of the script and all script changes.
(ix) Description(s) of stunts.
(x) Updates of the shooting schedule.
(xi) Casting notices/ breakdown.

(b) The Producer shall provide the daily call sheet to the Union representative designated for the Production/Program when provided to the cast and crew. If such call sheet is not available, such information as is normally included in the call sheet will be supplied to the Union's designated representative. The Union will maintain the confidentiality of the information provided.

(c) The Producer shall advise the Union of the name of the person having responsibility for production liaison with Performers engaged for a Program. The production liaison shall attempt to redress Performer complaints and shall work with the Union Steward to resolve disputes.

(d) When requested by the Union, the Producer shall furnish the Union with a copy of such information relating to any designated Performer in a Production concerning any or all of the aforementioned matters. To facilitate the maintenance of such information, the Producer shall be supplied with Performer's Time Report forms by the Union as reproduced in Appendix "D" (Performer's Time Report), and shall ensure that such forms be available to the Performers at the location of work.

A416 Performance Bond

(a) The Union is entitled to require a Producer which has consistently met its payroll obligations to post with the Union, no sooner than thirty (30) days prior to the commencement of work by Performers, a performance bond in the amount of thirty five thousand dollars ($35,000), (unless another amount is mutually agreed upon by the Parties) or such amount sufficient to cover:

(i) two (2) weeks' Performer payroll (to be based upon the production schedule provided by the Producer); and

(ii) the insurance and retirement payments.

The Union is entitled to require a Producer which has defaulted on its payroll obligations, to the extent that the performance bond was not sufficient to cover its payroll obligations or under circumstances in which the Producer failed to file a performance bond, to post with the Union, no sooner than thirty (30) days prior to the commencement of work by Performers, a performance bond in an amount sufficient to cover:

(A) two (2) weeks' Performer payroll (to be based upon the production schedule provided by the Producer); and

(B) the insurance and retirement payments.

(b) The performance bond shall take the form of a cash deposit to be held in trust by the Union in an interest-bearing account, and all accrued interest shall be the property of the Producer. At the Producer's election, the performance bond may take the form of one (1) or more irrevocable letters of credit in the favour of the Union, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:

(i) The Union shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to the Union as a result of default by the Producer of its payment obligations as specified in the Agreement. Partial drawings by the Union shall be permitted;

(ii) The said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of principal photography;

(iii) In the event of a dispute involving outstanding payments due under the Agreement, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute;

(iv) When a bona fide dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the performer or writer prior to any disbursement from the letter of credit.

(c) The provisions of A416(b)(i), (iii), and (iv) (Performance Bond) above shall apply equally to a cash bond.

(d) Notwithstanding any provisions in this Agreement or any individual contract signed by a performer, the Producer agrees that no Performer shall be required to start work prior to the signing of this Agreement and receipt by the Union of the agreed upon performance bond to guarantee wages and other monies due and payable.

(e) The Union will repay the performance bond less any amounts in dispute within thirty (30) days after the completion of principal photography, provided that the Producer has provided the Union with a Security Agreement (in the form of Appendix "J"), or a Purchaser's Assumption Agreement (in the form of Appendix "H") or a Distributor's Assumption Agreement (in the form of Appendix "I") from an Approved Distribution Guarantor, and will repay the balance, if any, within five (5) days of the resolution of a dispute in the Producer's favour.

A417 Production Guarantee

Notwithstanding Article A416 (Performance Bond), the Producer shall not be required to post as security a cash bond or letter of credit, but shall instead be entitled to provide UBCP with a Production Guarantee from an Approved Production Guarantor in the form set out in Appendix "S" (Production Guarantee), provided that the Production Guarantee is accompanied by a Security Agreement (Appendix "J") or a Distributor's Assumption Agreement (Appendix "I") from an Approved Distribution Guarantor. The Producer shall give UBCP notice no later than thirty (30) days prior to the start of principal photography of its intention to provide a Production Guarantee. Only an Approved Distribution Guarantor (see Article A417(b)) shall be eligible to provide a Distribution Guarantee. A Distribution Guarantee shall be in the form set out in Appendix "T" (Distribution Guarantee). Non-Approved Distribution Guarantors may provide a Distributor's Assumption Agreement as set out in Appendix "I".

The following process for Approved Production Guarantors and Approved Distribution Guarantors will not impact the process of qualification for Sideletter No. 2. For clarity, the procedure for inclusion on Sideletter No. 2 is separate from the following qualification process.

(a) An Approved Production Guarantor shall mean an entity

(i) that the CMPA confirms by written notice to be a Member in Good Standing;

(ii) that has maintained a permanent active entity with established offices and staff for the previous four (4) years, and has produced or financed the production of at least four (4) theatrical motion pictures or twenty-six (26) hours of television under this Agreement or its predecessors;

(iii) that has had a good track record for payment of UBCP members, excluding minor infractions; and

(iv) with respect to an application for Approved Production Guarantor status, UBCP shall take into consideration the Producer's production record with ACTRA and the Union des Artistes.

(b) An Approved Distribution Guarantor shall mean an entity

(i) that has maintained a permanent active entity with established offices and staff for the previous six (6) years, and has produced or financed the production of at least eight (8) theatrical motion pictures or fifty-two (52) hours of television under this Agreement or its predecessors;

(ii) that has had a good track record for payment of UBCP members, excluding minor infractions; and

(iii) that is up to date in its reporting obligations to UBCP and payments to UBCP members.

(c) UBCP shall within thirty (30) days communicate in writing as to whether status has been denied. Failure to communicate denial in writing shall result in the Producer being granted Approved Guarantor status. The thirty (30) day time limit may be extended by mutual agreement, which agreement shall not be unreasonably denied. When Approved Guarantor status is denied, the Producer shall have recourse to the following appeal procedure. Should status as an Approved Production Guarantor or Approved Distribution Guarantor (provided that such Approved Distribution Guarantor is a Party to this Agreement) be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:

(i) UBCP shall meet with the Producer within five (5) business days of denial of a request;

(ii) an appeal committee shall be formed that will consist of a representative of the Union and a representative of the CMPA;

(iii) should there be no consensus at this meeting, in the case of a Production Guarantor, the Producer shall post the cash bond or letter of credit required by UBCP as a gesture of good faith pending the outcome of presenting its case in front of the Umpire as set out below; and in the case of a Distribution Guarantor, UBCP shall be entitled to retain the security that it holds pending the decision of the Umpire:

(A) The Umpire shall be chosen according to the procedure and list of Arbitrators in Article A1007 (Arbitration Procedure) of this Agreement;

(B) The Umpire shall listen to a presentation of the dispute by a representative of each party and will render a decision within two (2) business days of the completion of the presentation by the parties;

1. The presentation of the dispute may be done by conference call or in person at the option of the Umpire.

2. During the presentation the Parties shall present and support their respective positions, including but not limited to providing oral or written information. The Umpire has the option to request written presentations.

(C) The decision of the Umpire may be provided in writing or orally, at the discretion of the Umpire.

(D) The Parties shall share equally the cost of the Umpire.

(iv) should the Umpire rule in the Producer's favour, UBCP will immediately return the cash bond or letter of credit, with interest if applicable, and accept the alternative security payment agreed to by the Umpire.

(d) A list of Approved Production Guarantors and a list of Approved Distribution Guarantors shall be updated on a regular basis and shall be available from UBCP and CMPA offices.

A418 Production Staff

(a) The Producer shall not utilize persons employed as members of the Producer's casting or production staff as Performers in any Productions on which they also render other services without express consent of the Union. However, the Union will not unreasonably withhold a waiver to accommodate the legitimate production necessities of the Producer.

(b) The following are exceptions to the above:

(i) union members;

(ii) animal handlers (appearing in a scene in which they handle animals);

(iii) Performer-Directors, Performer-Writers, Performer-Producers, or Performer-Production Staff engaged by written contract as such prior to the commencement of principal photography of the Production;

(iv) the exigencies of the Production which require immediate action.

A419 Conflict of Interest Declaration for Casting Directors

The Producer shall, as a condition precedent to hiring a casting director, or other person responsible for hiring Performers, require the said casting director, or person to execute a Statutory Declaration (in the form attached as Appendix "K" Declaration for Casting Directors) containing the said clauses, and shall prior to the commencement of principal photography, deliver an executed copy of the said Declaration to the Union.

A420 Provision of Video

If requested by the Union in writing, the Producer shall provide to the Union (in a timely manner, but in any event no earlier than the date on which the Production is first broadcast anywhere in the world) a video cassette recording of the Production at the Union's sole cost and expense. The Union shall only utilize such video for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with the Union) except as required to administer this Agreement.

A421 Notification of Injury

The Producer shall advise the Union in writing at the earliest opportunity of any injury to a Performer on set or on location, which injury requires medical attention at a clinic or hospital. The Producer will provide the Union with all WorkSafeBC Form 7's and Accident/Near Miss Investigation Reports that relate to injuries/near misses involving Performers engaged under this Agreement within five (5) days of being provided to WorkSafeBC. The Union shall maintain the confidentiality of such forms and reports.

A422 Producer to Indemnify Performer

The Producer shall indemnify the Performer against all legal costs and any judgment arising out of a performance based upon a script supplied to him/her by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defense of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

A423 Union Representation: Upon request of a Performer, the Producer shall allow a Union representative to be present at any investigatory meeting between the Performer and a representative of the Producer which may lead to the discipline of the Performer. The foregoing shall not apply if the purpose of the meeting is to advise the Performer of any disciplinary action determined prior to the meeting. The Union representative shall not obstruct the investigatory process.

ARTICLE A5 - OBLIGATIONS OF THE UNION AND PERFORMERS

A501 Professional Conduct

The Union undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one (1) or more Union members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members, subject to the Grievance Procedure, may be found to be in breach of this Agreement and may be directed by a duly-appointed Arbitrator to provide compensation.

A502 Performers to Report

Performers shall report to the Producer or his/her designate before leaving the studio or location following the completion of scheduled work. Except as provided elsewhere in this Agreement, the Performer's workday ends after s/he is out of makeup and costume, unless asked to remain beyond that time by the Producer or his/her designate. The Performer shall sign a Performers Time Report as provided in Article A706 (Performers Time Report) and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to a Union steward or the Union office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

A503 The Union to Appoint Steward

The Union may, as the occasion demands, appoint an in-cast steward or designate an employee or other Union representative to undertake stewarding functions. Such steward(s) shall carry out duties as required by the Union, including:

(a) Verify that all Performers are qualified to work by membership in the Union or a work permit issued by the Union.

(b) Receive and, where possible, adjust complaints and grievances of Performers.

(c) Generally enforce and administer the provisions of this Agreement at the studio or on-location.

(d) Ensure that the Performer's Time Report (referred to in A706 (Performer's Time Report) and A502 (Performers to Report)) is maintained for Performers and Background Performers.

Upon prior notice to the Producer, the appointed steward shall be permitted to visit any portion of the business office, studio or shooting location necessary for the proper conduct of the business of the Union during business or working hours. It is agreed that such access shall not interfere with the Performers' ability to perform or unreasonably disrupt the operation and/or administration of the Production.

A504 Performer Responsibilities

A Performer shall at all times report to the set or location ready to work at the time of his/her Call. The Performer is required to know his/her lines of the scenes listed on his/her call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Agreement. It is the responsibility of the Performer to identify to the Union Steward any perceived breach of this Agreement whenever such breach is considered to occur in order that the Union Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.

A505 Performer to Advise Producer of Inability to Work

The Performer must advise the Producer at the earliest opportunity of any injury and/or any inability to fulfill contracted obligations.

A506 Prohibition of Still Photographs On Set

The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the Producer.

ARTICLE A6 - QUALIFICATION OF PERFORMERS

A601 Work Permits

(a) In accordance with A401 (Preference of Engagement), preference of engagement shall be given to Union Members. However, after making reasonable efforts to comply and having established that a person who is not a Member of the Union is required in a Production, then application shall be made for a work permit at the Union office, on an appropriate work permit application form supplied by the Union, at least forty-eight (48) hours prior to the commencement of work. The following procedure will apply for the issuance of work permits:

(i) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is a Canadian citizen or landed immigrant and is not a Member or Member in good standing of the Union, the fee for such work permit shall be the amount authorized by the Performer on the work permit form for each week of recorded performance for which the Canadian Performer is engaged.

(ii) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or landed immigrant and not a Member of the Union, the fee for such work permit shall be two hundred twenty-five dollars ($225.00) for the first week and one hundred seventy-five dollars ($175.00) for each subsequent week of recorded performance for which the non-Canadian Performer is engaged.

Note: For purposes of clarification, a "week" as used in this A601 (Work Permits) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

(b) In addition to the foregoing, the UBCP and the Producers agree to the following principles:

(i) The UBCP's past practice with regard to the numbers of permits issued will continue.

(ii) The UBCP will consider requests for work permits promptly, reasonably and in good faith, managed by a single point of contact in regions covered by the UBCP's jurisdiction; ("promptly" means within three (3) business days from the date on which the Producer provides all the necessary documentation and information).

(iii) Work permits will not be unreasonably withheld.

(iv) Canadian Performers will be given preference of audition and engagement.

(v) To give meaning to this principle, Producers commit themselves to real and *bona fide* casting sessions for UBCP members in a professional audition environment consistent with good industry standards.

(vi) The Producer shall, at the earliest opportunity, meet with UBCP to review and discuss cast requirements of Production.

A602 Reciprocal Agreements

The contracting of members of other Performers unions by the Producer shall be governed by any Reciprocal Agreements between the Union and the other organization.

A603 Engagement of Non-Canadians

(a) In order to maintain a permanent Canadian film and television production industry capable of producing high quality Canadian Productions for the use of audiences in Canada and elsewhere, the Producer agrees that the progressive development of a pool of Canadian talent of all kinds should be encouraged.

(b) The Producer agrees that Canadian Performers should be given the opportunity to play leading and challenging Roles in all areas of film and television production.

(c) Notwithstanding the provisions of A604 (Theatrical Production) and A605 (Television Programs), this Article may not apply, at the absolute discretion of the

Union, in the instance of an "on-location production" which is being undertaken in Canada by a non-resident production company. However, the Producer agrees that all other terms and conditions of this Agreement shall apply in all respects to such "on-location production".

A604 Theatrical Production

The following procedures shall govern the issuance of work permits for non-Canadian Performers in Theatrical Productions:

(a) (i) One (1) non-Canadian may be engaged for a Theatrical Production, and

(ii) A second non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second most prominent cast billing, and such Canadian Performer is one (1) of the two (2) highest paid Performers in the cast.

(b) Notwithstanding the provisions of A604(a) of this Article, the Union recognizes that it may be necessary in certain Theatrical Productions for the Producer to allocate billing to one (1) Performer and compensation to a different Performer. In such circumstances, the Producer may make application, pursuant to A112 (Enabling Provision) to the Union of the Union for consideration of such requirements. The application shall include the script, proposed Roles, billing and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the Union. All required documentation and the oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the Union shall be made and communicated to the applicant as promptly as possible in the circumstances.

(c) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.

(d) In the event the production of a Program requires one (1) or more Roles for which an unusual physical skill or physical attribute are necessary and such requirements cannot be filled by the application of the above provisions, application may be made to the Business Representative of the Union for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with A604(a) of this Article.

A605 Television Programs

With respect to a television Program or Series, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers:

(a) **Variety Special or Series**

The total number of permits issued to non-Canadian talent shall not exceed fifty percent (50%) of the contracted Principal Actors, Variety Principals, or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.

(b) **Single Drama Program** (other than a Theatrical Production)

The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Program. Non-Canadian

Performers shall not be engaged in any other Performance category in the Program.

(c) **Drama Series**

For continuing Roles in a drama Series, the number of permits issued to non-Canadian talent shall not exceed one (1) in four (4) of the total number of Principal Actors contracted for the Series. With regard to "special guest stars", the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of "special guest stars" contracted.

(d) **Quiz, Panel, and Game Shows**

In no case shall the Host, Master of Ceremonies, or Moderator be a non-Canadian Performer. No more than one (1) Performer in four (4) of the regular panel may be a non-Canadian Performer. Contestants or guests will be issued work permits.

(e) **Talk, Interview and Public Affairs Programs or Series**

The engagement of non-Canadians shall be limited to guest appearances. Non-Canadians shall not be engaged as Hosts, except for public affairs Programs or Series in which specialized or expert knowledge is required.

(f) Additional work permits may be issued to Performers in television Programs or Series in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.

A606 Co-productions and Non-Canadian Content Productions

(a) When it is established that a Production is a co-production governed by an Official Co-production Treaty between Canada and another country (or countries), the parties to this Agreement recognize that the application of A604 (Theatrical Production) or A605 (Television Programs) may be subject to the terms of the relevant International Co-production Treaty.

(b) In the event that an entirely privately financed Production is to be produced in Canada, the foregoing provisions of A604 (Theatrical Production) or A605 (Television Programs) may be modified by the Union. In such instances, the Producer shall be required to provide the Union prior to commencement of production with information and supporting documentary evidence which establish that:

(i) the Producer has not and will not apply for certification of such Production by the Canadian Audio Visual Certification Office ("CAVCO") or Canadian Content under the CRTC;

(ii) neither Telefilm Canada nor any provincial film funding agency, or their successor organizations have any direct or indirect financial participation in the Production;

(iii) no Crown agency or corporation and no public institution has participated in the Production either in the form of a financial participation or by the provision of Production facilities or personnel.

(c) In addition, the Producer will be specifically required to provide the Union with a written undertaking that neither the Producer nor any agent or representative of the Producer shall at any time apply for certification by CAVCO or for Canadian Content by the CRTC or to use any other instrument of Canadian tax policy in respect of the production to which a so called Canadian Production would

otherwise be entitled. The Union shall file a copy of such written undertaking with CAVCO and the CRTC and with any other relevant body.

(d) Finally, the Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production.

A607 Modification of Limitations

The limitations on the engagement of non-Canadian Performers in all Productions, as set out in this Article A6 (Qualification of Performers), may be modified by the Union in the case of Productions where non-Canadian financiers or licensees contribute, in the aggregate, at least one-third (1/3) of the gross Production budget, and in which the engagement of non-Canadian Performers is a condition of such investment or license, or where there are health and safety considerations. A Producer seeking to take advantage of A607 (Modification of Limitations) shall make written submissions to the Union as soon as possible. Such written request shall contain evidence that the Production meets the criteria of this Article, A607, and may also contain other documents and explanations concerning the requirements of the Production. The Union will respond to such request for a modification within three (3) business days of the request being submitted by the Producer and such response shall include brief reasons for the Union's decision. A copy of the decision will be sent to the Producer and a designated representative thereof.

A608 Notice of Objection

In the event that the Producer wishes to dispute the Union's decision as set out in A607 (Modification of Limitations), the Producer has the right to challenge such decision on the grounds that it is not reasonable or not in keeping with standard industry practice, by filing a Notice of Objection ("Notice") which shall set out the particulars upon which the Producer relies in challenging the decision together with any relevant documentation. The following procedure shall be followed in dealing with such dispute:

(a) The Notice shall be sent by Fax or delivered by direct courier to the Union Office, and the designated representative of the Producer.

(b) The Parties shall agree to a roster of Arbitrators who shall be authorized to hear and determine matters under this Article, A608. The Producers shall nominate four (4) Arbitrators and UBCP shall be entitled to nominate four (4) Arbitrators. The panel will be composed of six (6) Arbitrators with each party having the right to remove one (1) of the four (4) Arbitrators nominated by the other party. If the Parties are unable to agree upon an Arbitrator, either party shall have the right to request the Director of Collective Agreement Arbitration Bureau name a special Arbitrator to deal with such disputes until such time as the parties have been able to agree on such special Arbitrator(s).

The Parties hereby agree to meet six (6) months after the effective date of this Agreement to review implementation and discuss further improvements. In the event issues arise which cannot be resolved, they will be referred to Vince Ready, who will serve as Ombudsman.

(c) The Union shall be allowed two (2) business days from receipt of the Notice, in which to file a response ("Response"), outlining its position together with any relevant documentation.

(d) The Parties shall endeavor to settle all outstanding issues arising from the Notice and Response within one (1) business day. Failure to reach a settlement shall entitle the Producer to refer the matter to final and binding arbitration, which shall be governed by the provisions of A10 (Grievance Procedures and Resolution) unless otherwise provided in this Article.

(e) In the event the Producer wishes the matter referred to Arbitration, the Notice together with the Response shall be sent to the Arbitrator agreed upon by the parties or named as set out in subparagraph (b) of this Article. Each party shall have the right to submit any relevant documentary evidence, including affidavit evidence, together with their submissions.

(f) The Arbitrator shall conduct a *viva voce* hearing only if he is satisfied that the issues cannot be fairly dealt with absent such *viva voce* hearing. The Arbitrator shall hold any hearing within two (2) business days of the matter being referred to Arbitration, and the Arbitrator shall render his/her decision within two (2) business days of such hearing.

(g) The Parties agree that time is of the essence with respect to the issues arising in this Article A608 and agree that the time lines herein contained can only be extended with the written consent of both parties.

A609 Preference to Canadian Performers

The Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production. "Best efforts" shall be interpreted to mean that Union members and Canadian Performers shall be auditioned in good faith prior to the engagement of non-resident Performers. If a distributor demands the engagement of a particular foreign "star" Performer or lead, the Union shall not unreasonably withhold waivers of this provision.

A610 Requirement to File Contracts

All contracts for non-Canadian Performers shall be filed with the Union office within two (2) weeks of execution by the parties. The Producers will not be required to disclose contracts for SAG-AFTRA members. However, the Union will be provided with salary information necessary to administrate Use Fee payments as follows: For example, if there are three (3) SAG-AFTRA members who are paid over fifty thousand dollars ($50,000.00), having achieved the cap, then the report will so indicate without naming the actors. As to actors paid less than fifty thousand dollars ($50,000.00), the Employers will list them as: "Actor A" with the amount of their salary; "Actor B" with the amount of their salary; and "Actor C" with the amount of their salary, and so on. The names of the SAG-AFTRA members and irrelevant details of their contracts will not be provided.

ARTICLE A7 - CONTRACTING OF PERFORMERS

A701 Booking

Upon Booking, Performers shall be given specific notice of the Role(s) to be played, wardrobe requirements, date(s), time and place of production and a work schedule. The Booking, except for Background Performers, shall be confirmed in writing by means of a completed contract which shall specify all terms of the agreement including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within five (5)

days of the Booking whenever possible. In the event the Producer is unable to confirm the Booking within five (5) days, the Producer shall arrange with the Union office for the extension of such confirmation.

A702 Requirement to Execute Contract

The Producer shall not require Performers, except for Background Performers, to commence work on a Program prior to such Performers having executed a contract with the Producer.

A703 Requirement to Provide Contract

The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. The signature of the Producer or his/her designee shall be affixed to the contract form provided to the Performer. When exceptional circumstances dictate, the Producer may apply to the Union office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the Union office. The Union undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of the Union or a party to the contract access to same without prior written consent of the Producer.

A704 Standard Contract Forms

Performer's written contracts are provided in Appendix "E" (Performer Contract for Independent Production) of this Agreement, and shall be executed in full with no alterations, or deletions. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the Union office. This standard contract shall be deemed to be a part of this Agreement and form part of it. Any provision of a rider or other agreement between a Producer and a Performer which violates an express term of this Agreement shall be null and void.

A705 Completion of Performer Contract

The Performer contract (see Appendix "E" (Performer Contract for Independent Production)) must be completed in full and it must explicitly contain the basic rate of Performer compensation expressed in dollars as a daily fee, exclusive of the amount of the Prepayment or Advance in respect of Use Fees, which amount must be shown as a separate item.

A706 Performer’s Time Report

The Performer and the Producer’s representative shall sign the Performer’s Time Report (see Appendix "D"). The Performer's Time Reports are to be in triplicate sets which are filled out in ink or photocopied with one (1) of the copies to be sent to the Union and one (1) copy given to the Performer.

A707 Over-scale Performers

Offsetting of Over-scale shall not be allowed to reduce a Performer's fees to less than the minimum rates or fees. Offsetting shall only be permitted to the following extent:

(a) Performers contracted at two hundred percent (200%) of scale or more: When specified in the individual Performer's contract, the Producer shall have the ability to offset all over-scale fees.

(b) Performers contracted at less than two hundred percent (200%) of scale: Each Performer's Deal Memo shall clearly state whether and in what manner or form over-scale pay may be credited or offset against any or all of the following premiums:
   (i) overtime,
   (ii) work on the sixth and seventh days,
   (iii) and encroachment on rest period.

(c) Failure to designate clearly the offset rights in the Performer's contract shall mean the loss of any ability to credit or offset over-scale pay.

A708 Protection of the Collective Agreement

Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.

ARTICLE A8 – SERIES OPTIONS

A801 Series Options

A Performer may grant an option for his services for not more than six additional years' engagement, provided that the following criteria are met:

(a) when the number of years optioned is three (3) or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred fifty percent (150%) of the applicable minimum fees; or,

(b) when the number of years optioned exceeds three (3), the Performer, at the time of granting the option, is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and,

(c) the contracted fee payable for each successive year optioned is at least one hundred ten percent (110%) of the previous year's contracted fee; and

(d) the option for each successive year specifies the guaranteed engagement for each year of the option contract *e.g.*, the number of days, weeks or episodes; and

(e) the option for subsequent seasons shall only be effective if exercised in writing;

(f) the option provides time limits within which the Producer may exercise each option, and the degree of exclusivity of the option *i.e.*, whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services; and

(g) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except when the Performer is a Minor, he may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the

Performer's role in the Production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once a year. Contracts may only be amended upon written consent of both parties.

ARTICLE A9 – NO STRIKE AND UNFAIR DECLARATION

A901 No Strike Except When Producer Declared Unfair

During the life of this Agreement, the Union undertakes to not call or direct a work stoppage against the Producer, except when the Producer has been declared Unfair. The Producer will not effect, engage in, or permit a lockout of Performers during the term of this Agreement.

A902 Unfair Producer Defined

In the event of a fundamental breach of this Agreement such as, but not limited to, the Producer's inability to meet his/her payroll or failure to post a Performance Bond in accordance with A416, after due consideration and declaration by the Union, the Producer may be declared Unfair by the Union upon five (5) business days' notice to the Producer. The notice shall briefly state the facts upon which the declaration is based and shall be distributed to the B.C. and Yukon Council of Film Unions, the Directors Guild of Canada (B.C. District Council), and to any public funding bodies involved in the Production. Should the Producer give notice, prior to the expiry of the five (5) business days' notice period, of his/her intention to cure immediately the circumstances giving rise to the declaration, the declaration will be stayed, provided that such cure is implemented, by no later than the expiry of the five (5) business day period.

A903 No Requirement to Work for Unfair Producer

Performers shall not be required to work for a Producer declared Unfair by the Union.

ARTICLE A10 - GRIEVANCE PROCEDURES AND RESOLUTION

A1001 Statement of Policy

The Union and the Producer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Union shall make a careful and thorough investigation of a Performer's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. No Performer shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.

A1002 Grievance Defined

All complaints, discipline, disputes, or questions of the Producer or the Union, as to the interpretation, application, or performance of this Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable,

shall be settled between the Producer directly involved and the duly authorized representative of the Union. Any party to the grievance may participate in grievance meetings.

A1003 Scope of a Grievance

(a) The parties agree that grievances may arise concerning differences between them respecting the application, administration, interpretation or an alleged violation of this Agreement, or any deal memorandum or other form of contract, including a question about whether or not a matter is subject to arbitration.

(b) The procedure for resolving a grievance shall be the Grievance Procedure in this Article. All discussions between the parties during the grievance procedure are without prejudice and inadmissible in any subsequent arbitration hearing.

(c) Performers exercising their rights under the provisions of this Article do so without prejudice to their relationship with the Producer.

A1004 Settlement "at the scene"

(a) A complaint of a minor nature may be settled at the time of its occurrence by the Union Steward and the authorized representative of the Producer. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.

(b) In the event that the complaint is not resolved in the manner described, above, either party to the complaint may initiate a grievance.

A1005 Step 1 of the Grievance Procedure

In the first step of the Grievance Procedure, every effort to settle the dispute shall be made by the aggrieved Performer and his/her supervisor within ten (10) calendar days of the occurrence of the event(s) upon which the grievance is based; or within ten (10) calendar days after the facts underlying the grievance became known or should have reasonably become known by the aggrieved party. The aggrieved Performer has the right to be accompanied by a steward or any other authorized Union representative. Any dispute settlement reached at this meeting shall be binding upon the Performer and/or the Producer, so long as this resolution does not violate this Agreement. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.

A1006 Step 2 of the Grievance Procedure

To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based; or within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by the aggrieved party. A grievance is filed by delivering to the other party a written statement of grievance which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievor, and the relief sought. If either the Producer or the Union fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then either Party may proceed to final and binding arbitration pursuant to Article 1007 (Arbitration Procedure). In the event that the Union attempts to deliver a grievance to a Producer at the address last provided by such Producer to the Union and the Producer is no longer at that address, the grievance will be

considered filed for purposes of this provision. However, no default shall be entered against such Producer and the aforementioned fourteen (14) calendar day period will not commence until the grievance is in fact received by the Producer.

A1007 Arbitration Procedure

If the grievance procedure fails to resolve the grievance, either party to this Agreement may proceed to final and binding arbitration by delivering to the other party a written demand for arbitration which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived, unless the parties mutually agree to extend the time limits. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator selected from the following list of Arbitrators:

Mark Brown
Michael Fleming
Stan Lanyon
David C. McPhillips
Julie Nichols

If the parties cannot agree upon one (1) of the foregoing Arbitrators, the Arbitrator shall be selected on a rotation commencing with the first arbitration being assigned to the first listed Arbitrator, the second arbitration being assigned to the second listed Arbitrator and so on. The rotation shall be applied to each individual Producer. An Arbitrator named on the list of Arbitrators of the BC Arbitrator's Association may at any time, by mutual agreement, be substituted for an Arbitrator on the foregoing list. If possible, the date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. At the conclusion of the arbitration the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievor and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision unless the parties to the arbitration mutually agree that a written decision is not necessary. The Arbitrator's written decision shall be issued within thirty (30) calendar days from the date final arbitration briefs, if any, are submitted, or the last day of the arbitration hearing, whichever is later.

A1008 Expedited Arbitration

In lieu of A1007 (Arbitration Procedure) the parties to this agreement may pursue expedited arbitration pursuant to the British Columbia *Labour Relations Code*, section 104, in lieu of the Arbitration Procedure set forth above, and utilizing the Arbitrators listed in A1007 (Arbitration Procedure) above, to the extent possible.

A1009 Arbitrator's Authority

The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith. The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, award punitive damages,

award money damages to the Union or the Producers, or to determine jurisdictional disputes.

A1010 Costs

The Arbitrator's fees and a court reporter's fees shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.

A1011 Copies to the CMPA-BC

A party filing a grievance under Article A1006 or a written demand for arbitration under Article A1007 shall also provide a copy of such grievance or demand for arbitration to the CMPA-BC and the AMPTP by delivering a copy to the CMPA-BC. The party that filed the demand for arbitration shall also deliver a copy of any decision issued by an Arbitrator to the CMPA-BC and the AMPTP by delivering a copy to the CMPA-BC.

ARTICLE A11 - WORK DAY FOR PERFORMERS

A1101 Work Day

The regular work day shall consist of eight (8) consecutive hours not including the meal period and there shall be no split shifts. Except when travel time payment is required pursuant to A1701(b) (Travel Time Payment), the work day shall commence at the Performer's Call Time or when the Performer is required to commence work, whichever is earlier. The work day does not end until the Performer is out of make-up and costume, unless transport is contractually required and has been requested and arranged, in which case the work day ends when the Performer is actually able to leave the set.

A1102 Calendar Day

A work day starting on one (1) calendar day and continuing into the next shall be deemed to be one (1) work day, namely that day on which work started. For clarity, such continuation shall not in and of itself constitute a double booking.

A1103 Night Shoots

Where practicable the Performer must be given twenty-four (24) hours' prior notice of scheduled night work (*i.e.,* Call between 1900h and 0600h).

ARTICLE A12 - OVERTIME

A1201 Overtime

Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred fifty percent (150%) of the Performer's contracted hourly rate. Any time worked in excess of twelve (12) hours in any one (1) day shall be paid at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Time worked shall be paid in one-tenth (0.1) hour units.

A1202 Sixth Day

When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth day at one hundred fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

A1203 Seventh Day

When a Performer is required to work seven (7) consecutive days, the Performer shall be paid for the seventh day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime rate.

A1204 Maximum Compounding Effect

The maximum compounding effect of the application of overtime, rest period encroachment and penalty provisions provided in this Agreement shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

A1205 More Favourable Terms

If the Producer agrees with another British Columbia labour organization employed on the same production to calculate time under Articles A12 (Overtime) or A13 (Rest Periods) in increments greater than one-tenth (0.1) hour units of time, then the Union shall have the option of adopting such greater increments.

ARTICLE A13 - REST PERIODS

A1301 Rest Between Days

There shall be a rest period of not less than ten (10) hours between the end of one (1) work day and the beginning of the next Call. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid a premium solely for such hours encroached at the rate of two hundred percent (200%) of such Performer's contracted hourly rate, payable in one-tenth (0.1) hour increments.

A1302 Rest Periods

There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting on set or location, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

A1303 Rest Periods for Puppeteers and Dancers

Puppeteers and Dancers shall be permitted no less than ten (10) minutes' rest in each hour, during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

ARTICLE A14 - MEAL PERIODS

A1401 Meal Period

(a) Each Performer shall be provided a meal period of a minimum of thirty (30) minutes after the last Performer has been served to a maximum of sixty (60) minutes after the first Performer has been served. The first meal period shall

commence not later than the completion of the sixth hour of work, calculated from the first Call for the Performer. Subsequent meal periods will be scheduled in six (6) hour intervals. When the Performer's Call is for make-up or wardrobe, the six (6) hour period of work shall commence from such call, except when the Non-deductible Meal pursuant to subparagraph (e) of this Article applies.

(b) Substantial Snack: In the event that the first meal break of the day is called at or before the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours, a Substantial Snack shall be served.

(c) The first meal periods shall not be considered as time worked and shall not be paid. Subsequent meal periods shall be paid through as time worked.

(d) Performers, including Qualified Background Performers, may be broken individually for meals and shall have the same access to the craft services table. Qualified Background Performers shall receive the same meals as the other members of the cast and crew.

(e) **Non-deductible Meal:**

(i) Performers required to report prior to the general crew call may be supplied, within one (1) hour of general crew call, with a reasonable hot meal and at least fifteen (15) minutes in which to eat this meal, provided that each Performer is properly informed at Call time of his/her entitlement to a said meal. During this paid, non-deductible meal period, the Performer will be freed of all activity.

(ii) The next meal period shall be no later than six (6) hours from general crew call.

(iii) For the purposes of this Article, this non-deductible meal shall not be considered the "first meal".

(iv) If a hot meal is not made available, the provisions of this Article A1401 (a) to (d) shall apply.

A1402 Meal Not Provided

When the meal is not provided on set, all Performers, including Qualified Background Performers, shall receive a meal break of one (1) hour. Actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time but shall not incur meal penalties.

A1403 Meal Penalties

If any Performer is unable to commence a meal period by the end of the sixth hour interval described in A1401 (Meal Period) above, the Performer shall be paid a meal penalty or penalties equal to such Performer's applicable minimum hourly overtime rate calculated in one-tenth (0.1) hour increments for all time after the sixth hour until the Performer's meal period begins, or he/she is dismissed for the day. For purposes of this provision, the “applicable minimum hourly overtime rate” shall be the “overtime rate at 1.5” as specified in B101 or D101, as applicable.

A1404 Extension of the Work Period

(a) The six (6) hour work period may be extended by the Producer for a maximum of two-tenths (0.2) hour which shall be neither scheduled nor abused. Should such

extension extend past two-tenths (0.2) hour, then the meal penalty for Performers not broken or wrapped shall be retroactive to the end of the sixth hour of work.

(b) The six (6) hour work period may be extended by the Producer for a maximum of one-half (0.5) hour, which shall be neither scheduled nor abused, to complete a camera takes(s) in progress, until print quality is achieved, and/or for wrapping up. Should such extension extend past one-half (0.5) hour, then the meal penalty for Performers not broken or wrapped shall be retroactive to the end of the sixth hour of work.

A1405 Meal Facilities Not Available

It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (*i.e.*, soft drinks, pizza, and hot dogs, etc.) do not constitute a proper meal.

A1406 Beverages / Environmental Awareness

The Producer shall provide coffee, tea, potable ice water and other soft beverages and use its best efforts to make them accessible to all on-set Performers. Further, the Producer shall use its best efforts to supply environmentally compatible containers for all such beverages.

A1407 Pacific Northwest Hours

Each Producer may institute a "Pacific Northwest Hours" system which consists of:

(a) An eleven (11) hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half (0.5) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period;

(b) This eleven hour work period shall be paid for as eleven (11) hours worked. Should work continue past the eleventh hour, such work shall be paid as required by Article A12 (Overtime) of this Agreement;

(c) When a Producer elects to utilize Pacific Northwest Hours, each Performer who is placed on Pacific Northwest Hours shall be guaranteed nine (9) hours of pay, which includes one (1) hour of paid meal period. Such nine (9) hour period shall commence at the time of the general crew call;

(d) A Performer who is given an early call (i.e., a Performer whose call is earlier than the general crew call) will not be placed on Pacific Northwest Hours, if the early call would result in the Performer working more than eleven (11) hours without a meal break;

(e) Any Producer that institutes Pacific Northwest Hours will provide a continuing hot buffet accessible to the Performers;

(f) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth hour from the beginning of the Performer's Call; and

(g) When a Producer determines in advance of a production day to schedule Performers on Pacific Northwest Hours, Performers who will be working under Pacific Northwest Hours will be so advised.

ARTICLE A15 - TIME FOR MAKE-UP, HAIRDRESSING, COSTUME FITTING

A1501 Time for Make-up, Hairdressing, etc.

All time spent by a Performer for make-up, hairdressing, wardrobe or fitting, immediately prior to the Performer's production Call, shall be considered as part of the regular eight (8) hour day.

A1502 Choosing and Fitting Wardrobe / Make-Up Tests

When a Performer is required to report on other than a regular production day for choosing or fitting wardrobe or for a make-up/hair test, there shall be a minimum call of two (2) hours for such work at the Performer's contracted hourly rate. Any work time in excess of two (2) hours shall be paid at Performer's contracted hourly rate, paid in one-tenth (0.1) hour units.

A1503 Costume Calls To Be Staggered

When a costume Call is required for any group of Performers, such Calls shall be staggered in order to avoid unnecessary waiting.

A1504 Hair

No Performer shall be required to cut or change the style or colour of his/her hair unless this has been agreed upon prior to Booking. No Performer shall cut or change the style or colour of his/her hair after the time of Booking without the consent of the Producer.

ARTICLE A16 - WARDROBE

A1601 Regular Wardrobe Supplied by a Performer

Where the Producer requires the Performer to supply more than one (1) outfit of clothing in any Production, the Performer shall be compensated at the rate of twenty dollars ($20.00) per outfit, per Production. The Producer may not specify wardrobe requirements as a condition of engagement.

A1602 Damage to Wardrobe Supplied by Performer

In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the Producer or through an accident for which the Performer is not responsible (except for reasonable wear and tear), the Producer will reimburse the Performer for the cost of the repair or replacement as the case may be. Notice of such damage must be given to the Producer's representative at the end of the production day. Performers must provide the Producer with a receipt covering the cost of such repairs and replacements.

A1603 Wardrobe Repairs

Facilities for repair of wardrobe used by Performers shall be provided by the Producer.

A1604 Laundering

All wardrobe supplied by the Production must be dry cleaned and/or laundered prior to the Performer wearing it, subject to continuity requirements.

ARTICLE A17 – TRAVEL, TRANSPORTATION, AND EXPENSES

A1701 Travel

When the Performer's engagement requires travel to a Distant Location or to a Nearby Location beyond the Studio Zone, the Performer shall be entitled to not less than:

(a) **Expenses**

(i) Actual transportation expenses which a Performer is required to incur by the Producer on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine.

(ii) An allowance of thirty-five cents ($0.35) per kilometre if the Performer is required to use his/her own automobile.

(iii) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle.

(iv) All costs for taxi, limousine or other transportation used by the Performer in order to get to and from the destination required by the engagement.

(b) **Travel Time Payment**

(i) Time spent in travel by the quickest available means of regularly scheduled carrier by a Performer (or such other arrangements which may be authorized) shall be considered as work time when travel time plus work time exceeds the work day. When travel time is to be paid, it shall be calculated from door-to-door or from central point to central point as agreed between the Union and the Producer and shall be paid at the Performer's contracted hourly rate in one-half (0.5) hour units to a maximum of eight (8) hours in any twenty-four (24) hour period.

(ii) Travel Time Payment for Nearby Location outside Studio Zone: For those days on which the Production is on location outside of the Studio Zone, travel time and kilometers shall be calculated from the edge of the Studio Zone.

A1702 Per Diem Allowance

(a) A per diem allowance of one hundred sixty dollars ($160.00) for each day the Performer is required to be away from home shall be paid in advance to cover all personal expenses. However, if meals or living accommodation are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	$15.00	Lunch	$20.00
Dinner	$30.00	Accommodation	$95.00

(b) When the Producer supplies accommodation it shall be single occupancy and no less than the Canadian Automobile Association (CAA) standards where

reasonably available. The foregoing dollar amounts will be payable in U.S. dollars when in the United States.

(c) When Performers are on overnight location during the normal one-day or two-day weekly rest period (also known as "Production down days"), they shall receive the breakfast, lunch and dinner per diem amounts set forth in A1702(a) (Per Diem Allowance) of this Agreement.

A1703 Transportation Provided Under Certain Conditions

When the Producer requires a Performer to travel within the Studio Zone, the Producer will be obligated to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the Producer, cost of taxi transportation from location to residence within the Studio Zone shall be paid by the Producer. Transportation shall be provided by the Producer if travel by the quickest means of surface public transportation exceeds one (1) hour each way. Suitable and appropriate transportation (*i.e.*, a Production vehicle or a taxicab) will be provided to Performers who require accommodation due to a disability.

A1704 Travel Outside Canada

The Producer shall pay all authorized actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.

A1705 Travel Insurance

When a Performer is to fly by regularly-scheduled carrier, and when flight insurance (with a death benefit of not less than two hundred fifty thousand dollars ($250,000) for each Performer) is not already provided by the Producer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred fifty thousand dollars ($250,000). The Producer shall notify the Performer when flight insurance is not in place.

A1706 Parking to be Provided

The Producer shall provide and pay for parking facilities for Performers' private vehicles. The parking facilities shall be a reasonable walking distance from the studio, location, or marshaling point at the edge of the Studio Zone, otherwise a shuttle system shall be used to transport all Performers from the parking facility to the studio, location, or marshaling point and return.

A1707 More Favourable Terms

If the Producer agrees with another British Columbia labour organization employed on the same production to a different Studio Zone, a higher per diem allowance rate, a higher per diem for hold-overs on non-working days on distant location, or a higher allowance for Performer's use of their own vehicles, then the Union shall have the option of adopting the different Studio Zone, allowance rate or per diem for hold-over on non-working days, as the case may be, in lieu of the provisions of Articles A352 (Studio Zone), A1701(a)(ii) (Travel), A1702(a) (Per Diem Allowance), or A1801 (Hold Over on Location).

ARTICLE A18 – HOLD OVER ON LOCATION AND HOLDING CALLS

A1801 Hold Over on Location

In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one (1) engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided that if the Performer arrives on location on the evening prior to the morning Call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A17 (Travel, Transportation, and Expenses) for the day of arrival and departure only.

A1802 Holding Call

In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "Holding Call." The period of the "Holding Call" shall commence at the hour specified by the Producer and shall end when the Performer is released from the "Holding Call."

ARTICLE A19 - CANCELLATIONS AND POSTPONEMENTS

A1901 Force Majeure

The Producer may declare a *Force Majeure* and suspend Production without prospective obligations to Performers as the result of an inability to provide work because of unforeseen circumstances beyond its reasonable control. *Force Majeure* includes, but is not limited to; riot, war, fire, earthquake, hurricane, flood, labour dispute, strike, injury to or *bona fide* illness of a leading cast member or the first unit director, or governmental regulation or order in a national or provincial emergency. In such unforeseen circumstance, the Producer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the *Force Majeure*. Performers will be paid at least for the minimum call should the *Force Majeure* occur during working hours.

A1902 Cancellation of a Single Production

If a single Production is cancelled for any reason other than that provided in A1901 (Force Majeure), the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first Call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.

A1903 Preference of Engagement Upon Remounting

When a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first

opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.

A1904 Cancellation of a Series Production

Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for a Performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see A801 (Series Options)), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least six (6) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

A1905 Cancellation of a Performer's Engagement

If the Producer cancels a Performer's Booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's contracted fee(s), except where the cancellation occurred for just and reasonable cause.

A1906 Change in Scheduled Days

If for any reason other than weather, the Producer changes a Performer's Booking or engagement to another day, the following conditions apply:

(a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.

(b) The Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day if the notice of change is given to the Performer less than forty-eight (48) but more than twenty-four (24) hours before the hour scheduled for work to commence.

(c) If forty-eight (48) or more hours' notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfill. For the purpose of this clause, where the Call Time of the Performer has not been specified, it shall be considered to be 10h00, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19h00.

A1907 Postponement of Scheduled Call Time

If for any reason other than weather, the Producer postpones a Performer's scheduled Call time to a later time on the same day, the following conditions apply:

(a) If the notice of postponement is given to the Performer less than eight (8) hours before the originally scheduled Call time, the Performer shall be paid from his or her originally scheduled Call time.

(b) If the Performer has been given eight (8) or more hours' notice of postponement before the originally scheduled Call time, the Performer shall be paid from the postponed Call time.

A1908 Cancellation of Scheduled Days

(a) If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the contracted fee for such cancelled day or days, except as modified by other provisions of Article A19 (Cancellations and Postponements).

(b) Where a Performer arrives on set for his or her Call and is subsequently not used on that day, the day is not a "cancelled day" for the purposes of Article A334 (Net Fee) of this Agreement.

A1909 No Weather-Permitting Calls in Studio

No weather-permitting Calls shall be allowed for work in studio.

A1910 Illness

Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one (1) day, the Producer may:

(a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,

(b) suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first Call by the period of absence.

A1911 Weather Cancellation

Where the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

(a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's contracted daily fee; or,

(b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the contracted fee for such rescheduled day; or,

(c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall:

  (i) excuse the Performer so that the Performer may fulfill the previous commitment; or,

  (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

A1912 Performance Default

Where a Performer does not fulfill a contracted engagement which causes a cancellation, postponement or a delay of production and subject to the Grievance Procedure, the Performer may be required to forfeit his/her fee, except where the Performer's failure to fulfill such an engagement is caused by illness (subject to A1910 (Illness)) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to the Union, in trust, pending

the determination of an Arbitrator of whether there has been a breach of the contract by the Performer. A hearing in the selected forum shall convene within seven (7) days of a dispute arising under this Article.

ARTICLE A20 - WORKING ENVIRONMENT

A2001 Dressing Room and Sanitary Provisions

(a) The Producer will provide the following facilities:
  (i) a supply of pure drinking water;
  (ii) a suitable seat for each Performer during rest periods;
  (iii) a stretcher or a cot of a type suitable for use as a stretcher;
  (iv) separate dressing room facilities for male and female Performers where they may change their clothing in privacy and comfort;
  (v) separate changing room facilities for Minors of each sex;
  (vi) a place of safekeeping (such as dressing rooms with adequate locks, lockers or a secured area) for checking normal personal belongings during working hours;
  (vii) clean and accessible toilets and washrooms;
  (viii) first aid equipment.

(b) The Producer shall, where possible, provide for the exclusive use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or motor homes on location) with reasonable temperature and adequate amount of space.

(c) The Producer shall be responsible for damage to, or loss of the Performer's normal personal belongings and/or wardrobe or property required by the Producer unless a place of safe keeping (see (vi) above) is provided adjacent to the set or location on which the Performers are required to work. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered but in no case more than twenty-four (24) hours after dismissal unless extenuating circumstances exist.

(d) With respect to the facilities described in subparagraphs (a)(iv) and (v) above, Performers who do not identify as male or female may request special accommodations.

A2002 Safety Provisions for Dancers

Adequate time (up to thirty (30) minutes) and space must be provided to permit all Dancers to warm-up (perform limbering exercises) prior to dancing. In no event shall any Dancer be asked or assigned to rehearse on unsafe floors, or concrete cement, stone, or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface except on "camera day" when the requirements of other production equipment make use of such non-resilient surfaces unavoidable. It is understood that the Producer may request that the Union waive the above provisions which address non-camera day rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as the minuet. All Dancers shall be given prior notice if dancing on oily or wet surfaces is required. If a Dancer is not notified he/she may refuse to perform on such oily or wet surfaces unless he/she has, or is provided, appropriate footwear.

A2003 Special Effects

Whenever fire, fog, smoke or other airborne special effects are used, the Performers shall be given leave, when they are not required on set, to go to another area where they may breathe clean air.

A2004 Easing of Work Rules

Upon written request by the Producer to the Union, the working provision of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

A2005 Safety

The Producer and the Union agree that all safety procedures and/or guidelines required by law or by the Producer must be followed to protect the safety of Performers covered by this Agreement. Performers and the Producer are required to follow all safety rules and health standards, and the failure to do so can lead to disciplinary action including dismissal. However, no Performer shall be dismissed or otherwise disciplined for refusing to work in conditions that he/she reasonably believes to be unsafe.

A2006 Medical Attention and Hospitalization

The Producer shall provide and pay for transportation to the nearest physician or hospital facility for any Performer who requires medical attention during working hours or on Distant Location. The Producer shall report the nature and place of hospitalization to the Union as soon as possible.

A2007 Use of Animals

(a) The Producer shall protect animals and prevent their abuse during production, assuring responsible, decent, and humane treatment of animals.

(b) If the Producer requires any Performer to work with or near animals that are being used in the Production, then the animals shall be reasonably secured or cordoned off when they are not being used. When the animals are being used they shall be under the direct and constant supervision of a qualified trainer/wrangler.

(c) The Producer shall not require any Performer to do anything, or to omit to do anything, which constitutes cruelty to animals.

(d) The Producer will not use a Performer in the production of a scene for any Production in which an animal is intentionally tormented or killed, except that the photography of animals killed under the provisions of a legal hunting season will be excluded.

A2008 Provision of Transport/Escort During Non-Daylight Hours

The Producer shall endeavor to provide, upon request, either transportation or an escort to the nearest public transportation when the Performer completes work during non-daylight hours.

A2009 Performer May Refuse to Cross Picket Lines

A Performer may refuse to cross a picket line established by a labour organization provided that the picket line has not been declared illegal.

ARTICLE A21 - UPGRADING

A2101 Upgrading of Performers

Where a Performer is upgraded in category during the course of production, (except as provided in D405 (Working in a Higher Category), *i.e.*, Background Performers upgraded in a Background Performer category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Program or Episode.

A2102 Upgrading of Background Performers

(a) When a Background Performer by virtue of an Individual Characterization or the addition of unscripted dialogue is upgraded to a Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category for the day on which he or she is upgraded. If the Performer is called back for the same role in the same Production (meaning, in reference to Series, the same Episode), the Performer shall continue to receive payment in accordance with the fees and rates for the higher category of performance for the remainder of the engagement. Otherwise, the Performer shall revert back to the original rate of engagement.

(b) Where a Performer is initially hired as a Background Performer, but dialogue is added to his or her character in post-production, such Performer shall be upgraded to Principal Actor, or Actor and receive payment in accordance with the fees and rates for the higher category unless the Producer can provide to the Union a copy of a Performer contract and proof of payment showing that the off-camera Performer who provided voicing was compensated at or above the minimum fees in the applicable category provided for in this Agreement.

(c) A Performer engaged as a Background Performer who is subsequently directed to speak at least one (1) line not as part of a group or crowd shall be paid, depending on the number of lines spoken, the Actor or Principal Actor rate.

ARTICLE A22 - DOUBLING

A2201 Performers Doubling

Performers (on- or off-camera), except Background Performers, who are engaged to perform in more than one (1) Role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee, plus Use Fees, for each day on which the additional Role is scheduled and/or performed. The foregoing may not apply in the case of live pick-up of stage Productions under the jurisdiction of Canadian Actors Equity Association (see A3101 (Consent)).

A2202 Incidental Doubling

A Principal Actor or Actor may do such minor singing or dancing which is incidental to his/her dramatic Role without additional compensation. A Singer may speak lines or dance a few steps which are incidental to his/her Role, or a Dancer may speak lines or do such minor singing which is incidental to his/her Role without additional compensation.

A2203 Participation in Off-Camera Crowd Noises

Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

ARTICLE A23 - OTHER DUTIES

A2301 Additional Services

When any Performer is required to provide additional services, such as contacting other Performers, arranging for Auditions, arranging for Rehearsal(s), etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for his/her category.

A2302 Warm-ups and After Shows

Performers engaged for warm-ups and after shows shall receive minimum payment as follows, in addition to any fees required to be paid for a Program in which the Performer is engaged; all Performers in warm-ups and after shows shall be paid at the Principal Actor rate for a two (2) hour call. Any work time in excess of two (2) hours per occasion shall be paid at the hourly rate of a Principal Actor. Work under this Article, A2302, does not attract Use Fees.

A2303 Choreographer

(a) A Choreographer will be compensated at not less than the rate specified in Article B101 (Minimum Daily Fees (Per Performer/Per Program)), for each day worked on the engagement. A Choreographer shall be entitled to the benefits of all the terms and conditions of this Agreement, save and except Use Fees.

(b) **Double Contracting:** Choreographers who perform in another Performer category (*e.g.,* Dancer) on the same day(s) they provide, or are contracted to provide, Choreographer services, shall receive no less than the minimum daily fee for a Choreographer, plus the minimum daily fee for the other Performer category for that day. The other Performer fee(s), including overtime, shall be subject to Use Fees (where appropriate) and shall be noted on a separate Performer contract. Additional time rates, *i.e.,* overtime, travel, etc., may be paid at the other Performer rate.

A2304 Vocal or Dialogue Coach

(a) A Vocal or Dialogue Coach will be paid no less than the rate as specified in Article B101 (Minimum Daily Fees (Per Performer/Per Program)) for each day worked on the engagement. A Vocal or Dialogue Coach shall be entitled to the benefits of all the terms and conditions of this Agreement, but this coaching does not attract Use Fees.

(b) **Double Contracting:** Vocal or Dialogue Coaches who perform in another Performer category (*e.g.,* Principal Actor) on the same day(s) they provide, or are contracted to provide Vocal or Dialogue Coaching services, shall receive no less than the minimum daily fee for a Vocal or Dialogue Coach, plus the minimum daily fee for the other Performer category for that day. The other Performer fee(s), including overtime, shall be subject to Use Fees (where appropriate) and

shall be noted on a separate Performer contract. Additional time rates, *i.e.*, overtime, travel, etc., may be paid at the other Performer rate.

A2305 Reading Session

Performers shall be compensated for time spent in a Reading Session at the Performer's contracted hourly rate with a minimum two (2) hour call. [See also A345 (Reading Session).]

A2306 Rehearsal

Performers shall be compensated for time spent in Rehearsal at the Performer's contracted hourly rate with a minimum two (2) hour call. [See also A346 (Rehearsal).]

A2307 Production Meeting

Performers shall be compensated for time spent in a Production Meeting at the Performer's contracted hourly rate with a minimum two (2) hour call. [See also A343 (Production Meeting).]

ARTICLE A24 - NUDE SCENES

A2401 When the requirements of a Role involve nudity, the following conditions apply:

(a) **Auditions**

(i) Performers shall be advised in advance of Auditions if nudity or simulated sexual activity is a requirement of the script.

(ii) No Performer shall be required to appear nude or semi-nude until after s/he has been auditioned as a Performer (*i.e.*, as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the **first** Audition.

(iii) In the event that nude or semi-nude Auditions are to be held, the Producer must advise the Union in advance.

(iv) When a callback Audition requires nudity or semi-nudity, the Performer shall be notified of this requirement in advance.

(v) The nude or semi-nude Audition will be for the sole purpose of viewing the body. The Performers shall not be required to perform in the nude or semi-nude at the Audition.

(vi) Such Auditions will be closed and will be limited to a maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the Production and to the particular Audition. No other persons will be permitted to observe the auditions through the use of monitors or any other device that allows observation without being present. A representative of the Union may be present in addition to the five (5) Producer representatives.

(vii) No photos, filming, taping or preservation of the Audition, by any means whatsoever, will be permitted without the prior written consent of the Performer which written consent must be provided on a form approved by the Union.

(viii) No sex acts shall be required of any Performer at any Audition.

(ix) Performers will be required to Audition nude or semi-nude on one (1) occasion only.

(b) **Contracts**

(i) The specific requirements, including but not limited to the exact nature of the nude or semi-nude scenes, the maximum degree of nudity required, the nature of attire (see-through clothes, etc.) and any other relevant information pertaining to the scene which may reasonably be expected to give a full, true and complete disclosure of the nature of the nudity required must form part of the Performer's written contract and must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (*i.e.*, within forty-eight (48) hours of said Performer's first contracted day), then the aforementioned forty-eight (48) hour provision may be waived provided that all other conditions of A24 (Nude Scenes) apply.

(ii) Performers may refuse to do anything not specified in his/her contract without liability or forfeiture of any portion of the Contracted Fee.

(iii) All Performers' contracts must contain as a rider to such contracts all provisions of this Article.

(iv) (A) The minimum fee for a Background Performer appearing nude in a scene shall be not less than that specified herein for an Actor, but such performance shall not attract Use Fees.

(B) The minimum fee for any other Performer appearing nude in a scene shall not be less than that of a Principal Actor.

A2402 Rehearsal and Performance

(a) With the exception of the final Rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.

(b) During the final Rehearsal as in (a) above, and during the shooting of nude or semi-nude scenes, the set will be closed to all persons (and observation by means of a monitor prohibited), except for those having a direct and proven professional need to be present.

(c) Except for continuity purposes, still photos, Polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.

(d) Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, trailers or in the case of television in recaps of previous Episodes without the written consent of the Performer.

(e) Using a body double for a Performer (who did not originally perform in the nude in the Production) to create a nude or semi-nude scene in a Program shall not be done without the written consent of the Performer originally contracted for the Role. A complete description of the scene to be body-doubled will be submitted to the originally contracted Performer at the time his/her consent to the use of a double is sought. Using a body double for a Performer is permitted where a

Performer was contracted for and performed in a nude or semi-nude scene in the Production and has given written consent, provided that the use of such body double is limited to the consent given.

(f) With the consent of fellow Performers, in the scene, and with the consent of the director, the Performer may have his/her personal representative on the set.

(g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

ARTICLE A25 - RISK PERFORMANCE

A2501 Undertaking of Risk Performance

Performers shall not be required to undertake Risk Performances. Whenever possible, Producers shall engage qualified Stunt Performers to undertake such work.

(a) Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a Risk or dangerous Performance they may:

(i) negotiate an additional fee which shall not be less than the fee for a Stunt Performer; or

(ii) refuse to perform the Risk or dangerous Performance but such Performers shall be paid fully for the engagement.

(b) Notwithstanding any agreement to proceed, the parties reserve the right to review the circumstances and require that a stunt fee be paid. If the parties fail to agree, the matter may be referred to the Grievance Procedure.

ARTICLE A26 - STUNT PERFORMANCE

A2601 Consultation

When a Stunt Performer attends a meeting called by the Producer to discuss the feasibility and/or engineering of a stunt, he or she shall be paid a consultation fee at the Performer's contracted hourly rate for a minimum four (4) hour call. The foregoing fee will not be payable on days when such Stunt Performer is engaged to perform such stunt.

A2602 Performance and Fee

Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be the Principal Actor rate plus any additional amount (stunt adjustment) which may be negotiated between the Stunt Performer and the Producer or Stunt Coordinator in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed. This stunt adjustment is not excluded from Net Fees and is therefore residual attracting.

A2603 Double Contracting

Except as provided for Stunt Actors, the contracted fee in A2602 (Performance and Fee) shall be exclusive of any performance in a residual category provided by a Stunt Performer as a Principal Actor, Actor, Singer, Dancer, etc. If the Stunt Performer, in

performing the stunt, is only doubling photographically for another Performer, the contracted fee in A2602 (Performance and Fee) above is applicable. However, if the Stunt Performer, in addition to performing the stunt, also enacts the role of the "character" involved in the stunt (with the above noted exception for a Stunt Actor role), an additional performance fee applicable to the appropriate performance category (*e.g.*, Principal Actor, etc…) shall be paid to the Stunt Performer. Incidental vocalization to enhance the presentation of the stunt performance shall not be counted in determining whether a performer meets the definition of Principal Actor or Actor.

A2604 Required Details of Contract Provided

Prior to any stunt performance, a contract will be signed between the Performer and the Producer specifying:

(a) The precise nature of the stunt to be performed;
(b) The Performer's agreement to perform the stunt as specified;
(c) The amount of the fee for each performance of the stunt;
(d) The nature of the agreement between the parties concerning indemnity.

A2605 Audition

The Producer may audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons, or reasons relating to an acting performance. However, a Performer so auditioned shall not be required to perform the intended stunt on a trial basis for Audition purposes; nor may such Audition be construed to be a consultation call as outlined in A2601 (Consultation).

A2606 Creating and Engineering Stunts - Stunt Coordinator

The Union will provide a list of Stunt Performers who have worked as Stunt Coordinators. The Producer agrees to consider Stunt Coordinators from this list prior to employing Stunt Coordinators from any other source. The creating and engineering of stunts, and the engagement and supervision of Stunt Performers shall be governed by the following:

(a) Actual work involved in accomplishing the stunt, including engineering and planning details, shall be satisfactory to the Stunt Performer, particularly when the Performer has not been retained to coordinate the stunt as well as perform in it.
(b) Double Contracting: Stunt Coordinators who perform on-camera the same day(s) they provide, or are contracted to provide, coordinating services, shall receive no less than the minimum daily fee for a Stunt Coordinator, plus the minimum daily fee for a Stunt Performer, for that day. The Stunt Performer fee(s), including stunt adjustment and overtime, shall be subject to Use Fees and shall be noted on a separate Performer contract. Additional time rates, *i.e.*, overtime, travel, etc., may be paid at the Stunt Performer rate. A Stunt Coordinator shall not perform a stunt unless the performance of such stunt is authorized or approved by the Producer or by an authorized representative of the Producer, before the stunt is performed.
(c) Stunt adjustments must be approved by an authorized representative of the Producer before the stunt is performed.
(d) No Stunt Coordinator may provide services for more than one (1) Producer on the same day without the express written consent of each production, which consent will not be unreasonably withheld. (For example, it is not unreasonable to

withhold consent when exclusivity has been contracted for with the Stunt Coordinator.)

(e) It is the responsibility of the Producer or Production staff to communicate any scheduling changes.

A2607 Safety and Protection of all Performers

(a) No Performer shall be required to work with an animal which a reasonable person would regard as dangerous in the circumstances unless a qualified animal handler or trainer is present on the set or location (see Article A2007 (Use of Animals)).

(b) No Performer shall be rigged with any type of explosive charge of any nature whatsoever unless a qualified special effects person is present on the set or location. **All Performers rigged with an explosive charge (*e.g.*, squibs) shall be considered undertaking a Risk Performance.**

(c) All reasonable requests and requirements for safety equipment shall be complied with by the Producer or the Producer's representatives on the set or location.

(d) Equipment provided by the Producer, *e.g.*, autos, cycles, wagons, etc., shall be in suitable repair for the safe and proper performance of the stunt. Persons involved in the planning and/or execution of a stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment to be used in a stunt on the day prior to its use, provided it is available. In any event, such persons shall have reasonable time for such inspections. No payment is due for any such inspection.

(e) Stunt Performers shall have the right to negotiate for additional compensation for any stunt work required which is over and above that to which the Producer and Stunt Performers originally agreed.

(f) An emergency medical care person, visually identifiable, shall be present on any set or location where hazardous work is planned. The Producer shall ensure that the person is properly equipped, establish the capabilities of nearby medical facilities and provide transportation and communication with these facilities.

(g) When a Production requires scripted or non-scripted Stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. No Performer without requisite training and/or experience shall be required to perform a Stunt without an opportunity for prior consultation by the Performer with such qualified Stunt Coordinator or such other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.

(h) Producers shall instruct Stunt Coordinators to notify the Union of scripted Stunts involving non-Stunt Performers, which notice shall include the date, and location, to the extent known.

(i) The Performer's consent shall be a requisite precondition to performing Stunts or other hazardous activity. This consent shall be limited to the Stunt or activity described to the Performer at the time consent was given. They do not have to agree; the Performer may always request a double.

A2608 Stunt Driving Guidelines

Where the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

(a) When any or all wheels leave the driving surface.

(b) When the tire traction is broken, *e.g.*, skids, slides, etc.

(c) Impaired vision - where the driver's vision is substantially impaired by:
  (i) dust;
  (ii) spray (when driving through water, mud, etc.);
  (iii) blinding lights;
  (iv) restrictive covering of the windshield;
  (v) smoke; or
  (vi) any other condition restricting the driver's normal vision.

(d) The speed of the vehicle will be greater than normally safe for the conditions of the driving surface, or when other conditions such as obstacles or difficulty of terrain will exist or off-road driving, other than normal low-speed driving for which the vehicle was designed, will occur.

(e) Where any aircraft, fixed-wing or helicopter, is flown in close proximity to the vehicle creating a hazardous driving condition.

(f) Where the driver is required to drive in a position substantially different from a normal driving position (*e.g.*, when the driver must drive while lying across the seat, or from the back seat).

(g) Where high speed or close proximity of two (2) or more vehicles will create conditions dangerous to the driver, passengers, by-standers, or the vehicle.

(h) Where for safety reasons, a Performer is doubled on-camera as driver or passenger in a vehicle, the double shall qualify as a Stunt Performer.

A2609 Insurance for Stunt Performers/Coordinators

The Producer will extend its General Liability Insurance policy or like policy to Stunt Performers and Stunt Coordinators.

A2610 Stunt Doubling for Females and Visible Minorities

Where a Stunt Performer doubles for a role which is identifiable as female or a visible minority, and the race and/or sex of the double is/are also identifiable, every effort shall be made to cast qualified persons of the same sex and/or race involved. When the Stunt Performer is not so identifiable, the Producer shall use best efforts to increase the employment of women and visible minorities for such Stunts.

A2611 Scripted Stunts

Except for bona fide emergencies, no Background Performer hired as such may be engaged for scripted Stunts on any production if, on that day, the Background Performer was engaged as a Background Performer in the same Production. A Stunt is a non-scripted Stunt when not called for or contemplated by the action in the script, and not pre-planned, pre-conceived or deliberately omitted for the purpose of evading this rule.

ARTICLE A27 - MINORS

A2701 Application

(a) For the purposes of this Agreement, the term “Minor” shall refer to Performers under the age of seventeen (17).

(b) Per Section 9 of the Employment Standards Act, parental consent must be obtained for the employment of all children under the age of fifteen (15). See Appendix F-1 Child Employment Consent Form.

A2702 Safety and Welfare of the Minor

(a) Right to Refuse

The utmost emphasis must be placed on the need to provide a safe and healthy working environment for Minors employed in the Film and Television Industry. No Minor shall be required to work in a situation which places the Minor in danger to life or limb, is unsafe or unhealthy, or if the Minor or parent/guardian has an honestly held belief that the Minor is in such a situation.

Circumstances which may place the Minor in an actual or perceived situation which is dangerous, unsafe or unhealthy may include:

(i) Dangerous Situations

If the Minor or parent/guardian believes the Minor would be in danger, the parent/guardian shall request an immediate consultation with the Producer's representative and/or stunt coordinator. The situation will be reviewed and discussed with the parent/guardian and Minor.

(ii) Stunts

The Producer must secure the written consent of the parent/guardian before any Minor may perform a stunt. (See also A2703(g).) A Minor may refuse in spite of consent.

(iii) Work with Animals

A Minor shall not be required to work with an animal which a reasonable person would regard as dangerous in the circumstances. The Producer must ensure that an animal handler or trainer qualified by training and/or experience is present and such handler or trainer can guarantee the safety of the Minor.

(b) Physical, Athletic or Acrobatic Activity

When the Minor is asked to perform physical, athletic or acrobatic activity of an extraordinary nature, the Minor's parent/guardian shall be advised of the activity prior to the engagement of the Minor. If, in the parent's/guardian's opinion, the Minor is fully capable of performing such activity, the parent/guardian must expressly inform the Producer's representative that the Minor is fully capable.

(c) Safety Equipment

The Producer will comply with any reasonable request from the Minor or parent/guardian for equipment that may be needed for the safety of the Minor.

(d) Minors Employed in Scenes Depicting Minor Abuse or Carnal Acts

If a Minor is employed to perform in a scene that depicts Minor abuse, nudity or carnal acts, the Producer shall consult with the parent/guardian and make available to the Minor and his/her parent/guardian a qualified mental health professional (psychiatrist, psychologist, social worker) to assist the Minor in preparing for participating in any such depiction. A Minor shall not be present during such scenes unless it is essential for the Minor to be on-camera.

A2703 Role of Parent/Guardian

(a) Parent/Guardian Responsibilities

The parent/guardian must be familiar with the conditions set forth in Article A27 Minors.

(b) Parent/Guardian/Chaperone Must be Present

The parent/guardian/chaperone must be on the set, has the right to be within sight and sound of the Minor and is responsible for the Minor at all times while the Minor is on the set. It is recommended that a monitor that provides both audio and video feeds be made available for the parent/guardian/chaperone to view filming of a scene when circumstances restrict the number of people on set. The parent/guardian/chaperone to Minor ratio shall be no greater than:

AGE OF MINOR	NUMBER OF MINORS PER PARENT/GUARDIAN/CHAPERONE
15 days - 5 yrs	One (1)
6 to 11 yrs	Three (3)
12 to 16 yrs	Five (5)

One (1) parent/guardian may be designated for up to a maximum of three (3) of their own Minors provided that the parent/guardian is working as a background performer directly in the scene with their Minors.

The parent/guardian and Producer may apply in writing to vary the ratios as set out above pursuant to Article A2708.

(c) Parent/Guardian Must Accompany Minor When Traveling

Notwithstanding A2703(b), the parent/guardian must accompany the Minor when traveling to a location in which the Minor will be housed overnight. The Producer shall be responsible for all travel, food and accommodation expenses.

(d) Emergency Medical Authorization

The parent/guardian shall execute an Emergency Medical Authorization form which will enable the Producer to obtain necessary emergency medical treatment for the Minor.

(e) Parent/Guardian Disclosure

The parent/guardian shall disclose to the Producer, in writing, any medical history or condition or any attitudinal or psychological condition of their Minor of which the parent/guardian is aware which might foreseeably interfere with, or have an impact on, the Minor's ability to carry out the role for which he or she is being considered.

(f) Parent/Guardian Must be Familiar With Minor's Role

Before the Minor commences employment, the parent/guardian must review the Minor's script or discuss with the Producer any role which the Minor is employed to portray. The Assistant Director, Casting Director, and Talent Agent will make best efforts to convey the role to the parent/guardian. If necessary, to ensure the parent's/guardian's understanding, an interpreter will be provided, at the Producer's expense, to describe the nature of the role.

(g) Parent/Guardian Must Execute Written Consent for all Stunts

The parent/guardian must execute a written consent permitting the Minor to perform any stunt. Prior to the parent/guardian executing written consent, the stunt will be described in a language in which the parent/guardian is fluent.

(h) Rest and Recreation

The parent/guardian/chaperone will work closely with the Producer to ensure adequate rest and recreation is provided for the health and safety of the Minor.

(i) Chaperone Proxy

The parent/guardian may designate another adult, over nineteen (19) years of age, who is not the Producer or the Tutor, or employee of the Producer or Tutor, to act as the parent/guardian's proxy and such chaperone will assume, in writing to the Producer, all responsibilities and liabilities of the parent/guardian imposed by these provisions. A chaperone or proxy, not being the legal guardian of the Minor, has no legal authority to provide any consent on behalf of a Minor. Accordingly, the chaperone or proxy's assumption of responsibilities and liabilities does not apply to paragraphs A2702(a)(ii), A2703(d), (e) and (f) and the parent/guardian declaration.

(j) Additional Adults for Multiple Minors/Infants

When more than one (1) Minor/infant of a parent/guardian is employed on the same production at the same time but at separate locations, it is the responsibility of the parent/guardian to ensure that there is one (1) adult to care for each Minor/infant. Each parent/guardian may be counted as one (1) adult.

(k) Statutory Remittances

The parent/guardian has a fiduciary duty to manage the Minor's income from the employment, which includes making certain that the appropriate statutory remittances are paid.

(l) Five (5) Out of Seven (7) Day Workweek

The parent/guardian shall not permit the Minor to work more than five (5) days out of each seven (7) consecutive day period unless prior permission is granted in advance for a sixth day of work pursuant to A2708.

A seventh consecutive day of work is prohibited.

A2704 Infants

(a) Infant Defined

An Infant is a Minor less than two (2) years old and more than fifteen (15) days old. A Minor less than fifteen (15) days old shall not be permitted to be employed.

(b) Physician's Statement

It is recommended that the parent/guardian should secure a written statement from a physician confirming that he/she has examined the Infant, that the Infant is in good health and that there is no reason why the Infant should not be employed.

(c) Adequate Facilities for Infant

The Producer will provide adequate sanitary facilities for the care and rest of Infants when employed. This will include a crib, changing table and a private, quiet and warm area where the Infant may be fed and may rest without being held.

(d) Appropriate Food

The Producer shall ensure that craft services provide appropriate food items specific to the age groups of Minors on set. The Producer will provide appropriate storage facilities for Infants' or Minors' food items.

(e) Exposure to Light

An Infant will not be exposed to light of greater than one hundred (100) foot candle intensity for more than thirty (30) seconds at a time.

(f) Multiple Infants

When more than one (1) Infant is employed, it is the parent/guardian's responsibility to ensure that there shall be one (1) adult to care for each Infant.

(g) Handling Infants

Hands should be washed before and after handling Infants and before and after changing diapers.

(h) Altering an Infant's Appearance

When substances are used for altering an Infant's appearance, provisions should be made for bathing the Infant. Foods which commonly cause allergic reactions will not be used to alter the appearance of the Infant's skin, unless their use is specifically approved by a medical doctor. These foods include, but are not limited to, raspberry and strawberry jams, jellies, preserves and peanut oil.

(i) Infant Wardrobe/Props

Once wardrobe and props have been issued by the production for use on/with an Infant, the wardrobe and props should not be reissued for another Infant until the wardrobe has been laundered and the props have been disinfected.

(j) Sanitizing Infant Accessories

Infant accessories provided by the production, such as bassinets, cribs and changing tables, must be sanitized at the time of delivery to the set, and on a regular basis. Infant accessories shall not be exchanged from one (1) Infant to another without first having been sanitized.

A2705 Hours of Work for Minors

(a) General Information:

(i) Minors are not to work more than five (5) days per each seven (7) consecutive day period (week).

(ii) No Minor may work seven (7) days per week.

(b) Work Window

(i) The total work time, including meal break, must take place within the following hours:

- no earlier than 5:00 a.m.
- no later than 10:00 p.m. on evenings preceding a school day.
- no later than 12:30 a.m. on evenings preceding a non-school day.

(ii) For June, July, and August for Minors not attending school:

- no later than 2:00 a.m.

(c) Work Window Per Day Extensions

(i) The Producer must request permission in accordance with Article A2708, to work a Minor over six (6) years old earlier or later than the hours prescribed by these provisions, under special circumstances. Special circumstances include but are not limited to location availability, early morning or night exteriors shot as exteriors, or live television productions presented after the prescribed hours. Such permission will not be unreasonably withheld.

(ii) Minors under six (6) years old shall not have their "work window" hours extended without prior express written consent subject to the procedure in A2708.

(iii) Requests for extensions of "work window" hours:

(A) must be submitted in writing.

(B) must be delivered forty-eight (48) hours prior to the time needed.

(C) The following will be considered under Article A2708:

(1) all reasonable alternatives to completing the work before 10:00 p.m. (or 2:00 a.m.) have been explored.

(2) the parent/guardian agrees extension of hours is necessary or is the only reasonable alternative.

(3) the health and welfare of the Minor will not be thereby impaired and will be protected.

(4) a determination of the Union may be appealed to the Umpire.

(5) a decision of the Umpire will be final.

(d) Meal Break

A Producer must ensure that no Minor works more than five (5) consecutive hours without a minimum one-half (0.5) hour meal break except as provided in this Agreement. The maximum meal break shall be one (1) hour.

(e) Rest Period Between Work Days (Turnaround)

For all Minors, there shall be a rest period of twelve (12) hours between the Minor's time of dismissal and the Minor's time of call on the next work day or school start time if attending school the next day.

However, when a Tutor has been provided, a minimum of three (3) hours' "banked" tutoring time may be applied to the next day in lieu of the Minor attending school.

Where no tutoring time has been banked, the Producer is responsible to ensure that a minimum of three (3) hours of tutoring takes place at a location convenient to the Tutor and Minor after turnaround on the next day.

(f) Payment of Wages for Time On Set (On Set Means From "Call Time to Wrap Time")

(i) The minimum Call for a Minor under the age of twelve (12) shall be four (4) hours. The minimum fee for such four (4) hours shall be half (0.5) the minimum daily fees provided for in Article B101. Where the Call extends beyond four (4) hours, the Call shall automatically revert to an eight (8) hour Call.

(ii) There shall be no split shifts.

(iii) Tutoring sessions during the work day are considered work for purposes of payment of wages. Meal periods are not considered work for purposes of payment of wages.

WORKING HOURS OF MINORS

AGE	HOURS OF WORK	TIME BEFORE CAMERA	SCHOOL
15 Days to 2 Years	Max. Day = 8 hours OT Forbidden 4 Hr. min daily guarantee.	15 consecutive minutes. Minimum break 20 mins.	
3-5* Years	Max. Day = 8 hours OT Forbidden 4 Hr. min daily guarantee.	30 consecutive minutes. Minimum break 15 mins.	
6-11 Years	Max. Day = 8 hours OT Forbidden 4 Hr. min daily guarantee.	45 consecutive minutes. Minimum break 10 mins.	3 hours per working day when a tutor is required.
12-16 Years	Max. Day = 10 hours 2 hr. OT/day included 8 Hr. min daily guarantee.	60 consecutive minutes. Minimum break 10 mins.	3 hours per working day when a tutor is required.
* 5 year old Minors attending school will follow 6-11 year old hourly requirement. **Kindergarten is not considered school.**			

(g) Call Times for Auditions on School Days

Call Times for Auditions, interviews, and individual voice and photographic tests, wardrobe fittings, wardrobe tests and photographic conferences for Minors shall be after school hours. On evenings preceding a school day, the same shall not be held later than 7:00 p.m. for Minors under the age of twelve (12) years of age and not later than 9:00 p.m. for Minors aged twelve (12) to fifteen (15).

A2706 Education Conditions

(a) Tutor Required

The Producer shall provide a tutor for any Minor Performer who normally attends school (i.e., Grade 1 through Grade 12) in the following circumstances:

(i) The Minor works three (3) or more school days in a production week. If work is scheduled for two (2) days in a production week, but goes beyond two (2) days unexpectedly, the Producer will make best efforts to have a Tutor on the Minor's third day of work in that production week and will have a Tutor on any subsequent day of work in that same production week.

(ii) The Minor is guaranteed work on two (2) or more school days in each of three (3) or more consecutive production weeks.

(iii) The Minor works two (2) school days in each of three (3) consecutive production weeks, in which event the Producer shall provide a Tutor for each consecutive production week thereafter in which the Minor works two (2) school days.

Except as otherwise provided above, the Producer must provide a Tutor from the first day of employment unless the Minor can complete a regular school day at their regular school on each day of work, as per A2706(d).

(b) Qualification Standards for Tutors

The Tutor will hold a British Columbia Teacher's Certificate from the British Columbia College of Teachers. However, if a Minor is from another country, that Minor's Tutor may be a teacher qualified from that country's jurisdiction provided the Tutor has submitted to a *Criminal Records Review Act* (CRRA) search and no relevant criminal record exists.

(c) Adequate Area to Teach - Classroom Facility

(i) The Producer will be responsible for providing an adequate teaching area that is quiet, clean, heated, and adequately lighted.

(ii) The Producer will also be responsible for providing basic school supplies and appropriate furniture.

(d) Adequate Time Per Day

(i) Except as provided by the banking of hours provisions (A2706(f)), daily tutoring shall occur during the work day and shall not be less than three (3) hours per work day.

(ii) It is recommended that the Minor be tutored in a minimum of twenty (20) minute blocks.

(iii) When a Minor cannot normally attend regular school because he/she is away from home on location and is required to work during school time, he/she shall receive at least five (5) days of tutoring in every seven (7) consecutive days except for weeks in which a statutory holiday occurs, and then only four (4) days of tutoring is required.

(iv) When a Minor between the ages of six (6) and eleven (11) years attends school and works on the same day, the Minor's total hours of school and work shall not exceed the hours allowed in A2705(f) for their age group.

(v) When a Minor between the ages of twelve (12) and sixteen (16) years attends school and works on the same day, the Minor's total hours of school and work may exceed the hours allowed in A2705(f) for the Minor's age group provided the Minor's work day ends no later than 10:00 p.m. (2200 hours).

(vi) Under special circumstances, a Producer, and a parent/guardian as the case may be, may apply for permission pursuant to Article A2708 to have the Minor work and attend school when the specific circumstances would require a variance to A2706(d). Such permission must be sought in advance and will not be unreasonably withheld.

(e) Number of Students Per Tutor

(i) The Producer shall provide a ratio of not more than ten (10) Minors per Tutor, except that up to twenty (20) Minors may be taught per Tutor if the Minors are in not more than two (2) grade levels.

(ii) If the Tutor is not qualified in both elementary and high school and the Minors concerned are of both age groups, there shall be two (2) Tutors, one (1) Tutor qualified at the elementary school level and one (1) Tutor qualified at the high school level.

(f) Banking Tutoring Time

Banking of tutoring time is to be done only when the combined work/school schedule is unusually heavy.

(i) Banking is a privilege and shall be monitored. The Tutor may decide that it is in the best interest of the Minor to cease banking of hours.

(ii) Banked time is not to exceed twelve (12) hours per month and must be used within thirty (30) days of the last banked time worked. During summer holidays, to prepare for the commencement of regular school, the bank may exceed twelve (12) hours but may not exceed more than one (1) week of the allowable hours available in a normal work period, depending on the age of the Minor. All banked time must be completed by the end of the Production Shooting schedule.

(iii) Usage of banked time shall be paid. Banked hours may not extend the workday beyond that set out in A2705(f).

(iv) To qualify as banked time, the Minor must always be under the immediate supervision of the Tutor.

(v) When regular school is not in session, the maximum hours that may be banked on a non-working day are five (5) hours for any Minor. Non-working days are school holidays, school vacation, summer holidays and weekends.

(vi) When a Minor attends his/her regular school on a day when he/she has not worked, he/she may be tutored separately after school for purposes of banking an additional maximum two (2) hours per day.

(vii) A maximum of three (3) hours of banked time for elementary grades and four (4) hours for high school grades may be used in any one (1) work day in lieu of on-set tutoring, provided they do not exceed the maximum hours of work for that Minor's age group.

(viii) It is the Producer's responsibility to ensure an accurate record is kept of when tutoring time is banked and when it is used. The Producer must keep records of tutoring hours for each Minor for a period of two (2) years.

(ix) "Homework" is not to be counted as banked tutoring time.

(x) The Producer may request to vary the provisions of A2706(f) through the process in A2708 providing the Parent and Tutor have consented to the modification.

(g) General Provisions

(i) If the Minor's regular instruction is primarily in a language other than English, the Producer will use best efforts to provide instruction in that language.

(ii) The Tutor, in consultation with the Producer, shall determine the required number of hours to be devoted to instruction during a work day, but a Minor must be taught at least three (3) hours per day. The maximum number of hours that may be set aside for tutoring on a work day follows:

(A) for grade one (1) through grade six (6): six (6) hours,

(B) for grade seven (7) through grade ten (10): seven (7) hours.

A2707 Minors' Coordinator

When six (6) or more Minors are engaged on a Production, one (1) individual on each set or location will be designated by the Producer to coordinate all matters relating to the welfare and comfort of such Minors. The Producer shall notify the Minors' parents of the name of the Minors' Coordinator. On any set on which six (6) or more Minors are engaged, the individual designated as Coordinator shall have as his/her sole responsibility, the welfare and comfort of the Minors.

It is highly recommended that the Producer ensure that the designated Minors' Coordinator has undergone the *Criminal Records Review Act* search and no relevant criminal record exists.

A2708 Requests for Variance - Adjudication and Umpire

This Article shall apply to requests for permission relating to or variance from the following provisions of Article A27: A2703(b) "Parent/Guardian/Chaperone Must be Present" (ratio of parents/guardians/chaperones to children); A2703(l) "Five (5) Out of Seven (7) Day Workweek;" A2705(c) "Work Window Per Day Extensions;" A2706(d) "Adequate Time Per Day" (school attendance and work hours per day); and A2706(f) "Banking Tutoring Time."

The Producer and the Union will each use best efforts to achieve consensus in a timely manner on any exceptions outlined above. The Producer will transmit such requests via email or telephone call to the dedicated UBCP Representative ("the Union Representative"). In his/her absence, the Union Representative shall designate an individual to address such requests.

The Producer shall identify any such request as "Urgent -- Minor Variance Request" in the email subject line or when calling UBCP reception. The request must come in the form of Appendix "F-2" - Request for Variance Form and will contain the name of the Minor, the age of the Minor, the name of the Production, type of Production (*e.g.*, feature film or television series), the name of the contact person for the Production and his/her contact information, the nature of the variance sought, the relevant provision(s) of the Agreement and any supporting documentation or information.

The Union hereby pledges to devote its urgent attention to such requests. The Union will respond to requests containing all relevant information, within twenty-four (24) hours, with the exception of those requests that are received on a day preceding a weekend, in which case the Union will have one (1) business day to respond. If the Union does not respond in the stipulated timeframes, the variance request will be deemed granted.

In the event the Producer and Union Representative are unable to reach agreement on the request, the Producer may appeal the matter to the Director of Contracts. If the parties are still unable to reach an agreement, they agree that such matters may be referred to adjudicator/umpires Brian Foley at (604) 488-0067, Irene Holden at (604) 691-2555 or ireneholden@shaw.ca or Joy Bischoff at (604) 676-1574 or joybischoff@telus.net (in that order based on availability) for determination.

All parties agree that these matters are urgent and the goal of this procedure is to ensure that the Producer obtains a determination of its request in sufficient time to allow for planning the Production schedule. To that end, the adjudicator/umpire shall have the flexibility to determine the procedure best suited to ensuring the rendition of a timely decision, including whether to convene a hearing or whether to act solely upon written submissions. The adjudicator/umpire may hear the matter via telephone (or Internet-based technology), rather than in person, and he/she may require that the parties submit documentation electronically.

The adjudicator/umpire shall render an expedited decision. It is expected that the adjudicator/umpire shall render a decision immediately after the hearing and/or reading the submissions, but in no event shall the adjudicator/umpire render a decision more than twenty-four (24) hours after the close of the hearing or submission of the matter. The adjudicator/umpire may render a decision orally and without the necessity of written submissions or briefs. The adjudicator/umpire's decision is binding.

The Union and the Producer shall each bear its own fees, costs and expenses of this process and the parties shall share equally the costs of the adjudicator/umpire.

A2709 Monies in Trust:

The Producer shall report to the Public Guardian and Trustee all earnings of Minors under the age of fifteen (15) years of age in every pay period, by remitting a copy of the Minor's pay statement. Anyone required to pay re-use or residual payments owing to Minors (a "Payer") shall report to the Trustee all re-use or residual payments owing to Minors by remitting a statement.

If the Minor's income or total earnings per Production (including re-use or residual payments) exceeds two thousand dollars ($2,000.00), the Producer and a Payer shall deduct twenty-five percent (25%) of any subsequent gross payments of income and twenty-five percent (25%) of any re-use or residual payments and in every pay period remit it to the Public Guardian and Trustee of British Columbia in trust for that Minor, or to either of the following as may be approved and directed by the Public Guardian and Trustee of British Columbia.

(a) a trust for the benefit of the Minor,
(b) an account for the benefit of the Minor as may be approved by a court of competent jurisdiction.

A remittance shall include a copy of the pay statement of re-use or residual income.

If funds are paid to the Public Guardian and Trustee, the Public Guardian and Trustee will pay interest on the funds and shall be entitled to charge the same commission for the administration of the funds as funds held in trust under Section 6 of the *Public Guardian and Trustee Act* and as prescribed by Regulations to the *Public Guardian and Trustee Act*.

Address of the Public Guardian and Trustee:

Public Guardian and Trustee of British Columbia
Suite 700 - 808 West Hastings Street
Vancouver, BC V6C 3L3
Telephone: (604) 775-3480
cys@trustee.bc.ca
http://www.trustee.bc.ca/

ARTICLE A28 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS

A2801 Auditions Sign-in Sheet Required

Performers shall sign-in on an Audition Sign-in Sheet (see Appendix "G") provided at the place of Audition, a copy of the sign-in sheet will be given to the Union after the completion of the Auditions.

A2802 Audition Environment

The Producer shall endeavor to ensure the proper audition facilities are used when auditioning Performers. This shall include, but not be limited to, a closed audition space with proper lighting and adequate acoustic insulation to preserve the integrity of the audition process. No auditions or meetings shall be conducted in private hotel rooms or residences where the Performer is alone with a representative of production.

A2803 No Memorization Required

Performers shall not be required to learn special material, spoken lines, or special business. Provided that a Performer is provided with script pages ("sides") twenty-four (24) hours before the audition, memorization will be permitted and may be requested by the Producer when the field for leads or running parts has been narrowed down to not more than three (3) performers.

A2804 Audition Fees

No fees are required for the first or second Auditions of a Performer. No fee is required for a third audition, provided that someone with a significant role in the selection of cast for the production who is able to provide feedback on the performer’s audition, other than the Casting Director, is in attendance. It is the intention of this Article to afford the opportunity for Performers to display their individual talents.

A2805 Audition Recall Fee

When a Performer is required to attend a third audition at which someone with a significant role in the selection of cast for the Production is not present or a subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than fifty dollars ($50.00) for each hour or part thereof.

A2806 Audition Delay Fees

A Performer who is detained by the Producer for more than one (1) hour commencing at the individual Performer's Audition Call Time, shall be compensated for all excess time over the one (1) hour at the rate of thirty dollars ($30.00) per hour or part thereof. If a

Performer is more than ten (10) minutes late s/he will not be entitled to Audition delay fees.

A2807 Audition Reader Fees

Notwithstanding A2804 (Audition Fees), a Performer engaged to take part in another Performer's Audition shall be paid at the hourly rate of twenty one dollars and twenty cents ($21.20) per hour or a minimum payment of one hundred dollars ($100.00), whichever is greater.

A2808 Open Audition Call

When open Performer Auditions or Interviews are to be held for any category, except Background Performers, notice of such Audition with necessary details shall be given to the Union not less than four (4) days prior to such Audition when feasible. When scheduling Auditions for Performers, the Producer will make reasonable efforts to provide the Performers with forty-eight (48) hours' notice of such an Audition.

A2809 Preference of Audition

The Producer agrees to give Union members preference in the auditioning of Performers. In the case of "open calls", Union Members shall be Auditioned in advance of and separate from non-Union members. However, Union members may be Auditioned during non-member Auditions if they are unavailable during member Audition time.

A2810 Provision of Transport/Escort During Non-Daylight Hours

The Producer shall endeavor to provide, upon request, either transportation or an escort to the nearest public transportation when the Performer completes an Audition during non-daylight hours.

ARTICLE A29 - PHOTO SESSIONS - PHOTOS USED ON-CAMERA

A2901 Prop Shots

In the event that a Performer is called in for a photography session in which the resulting photo(s) will be used as a prop in a Production, the Performer shall be entitled to payment at the Performer's contracted daily fee, prorated to an hourly rate, with a four (4) hour minimum call. If a Performer does not otherwise appear in the Production, the Performer shall be paid no less than the Actor rate, with a four (4) hour minimum call. These fees shall not form part of the Net Fees.

ARTICLE A30 - RETAKES, ADDED SCENES AND AUDIO RECALL

A3001 Post-Synchronization

A Performer required to do post-synchronization in the course of a working day, shall do such work and such work may be done without additional compensation.

A3002 Retakes Following Completion of Regular Schedule

In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work

on such retakes providing such recall to work does not conflict with a *bona fide* prior professional engagement commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior professional engagement commitments; or compensate the Performer to the extent of the loss incurred by the Performer in the event the Performer is able to withdraw or postpone such conflicting prior commitment.

A3003 Contracting Procedure

The Union must be notified of any proposed work under this Article. If the performance bond has been returned to the Producer, a new performance bond in a reasonable amount sufficient to cover the work to be performed may be required upon recall. The Union shall receive work reports concerning such work. Performers shall be contracted and paid the following fees when recalled to work:

(a) On-Camera Work: The original *pro rata* contract rate for such day of work.

(b) Post-Synchronization (On-Camera Performer): The on-camera Performer required to provide off-camera work (post-synchronize such Performer's on-camera performance) following the completion of the schedule of work shall be paid the original on camera *pro rata* contracted hourly rate for a minimum payment of two (2) hours for each day of such recall to work. There shall be no unpaid meal period in a two (2) hour call.

(c) Recall (Off-Camera Performers): The Off-Camera Performer recalled to provide additional work shall be paid the original *pro rata* contracted hourly rate for a minimum of four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour call.

(d) Recall (Narrators and Commentators): The Narrator or Commentator recalled to provide additional work shall be paid the original additional work time hourly rate with a minimum of four (4) hours for each day of such recall to work or the fee paid for the original session, whichever is less. There shall be no unpaid meal period in a four (4) hour call.

Any work in excess of four (4) hours shall be paid at the Performer's contracted hourly rate in one-tenth (0.1) hour increments.

ARTICLE A31 - PICK-UP OF A LIVE PERFORMANCE

A3101 Consent

There shall be no pick-up of Performers in any theatre, nightclub, circus, hotel, studio or other places where Performers are appearing, without the consent of the Union. When such consent is given, the Performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the Reciprocal Agreement between the Union and any other Performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable Reciprocal Agreement will be furnished to the Producer. It is agreed that the Union may waive the provisions of Article A22 (Doubling) in the case of the pick-up of a live dramatic presentation in which actors are required to play multiple Roles.

A3102 Insert Fees

Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity Program) and no extra rehearsal or additional work is required by the Performer, the Producer may apply to the Union for fees and rates, including Use Fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

A3103 News Short

Upon the consent of Performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or rehearsal, up to four (4) minutes of recorded performance may be used in information Programs only, without additional payment.

ARTICLE A32 - PUBLICITY STILLS, TRAILERS AND PROMOS

A3201 Publicity Stills

Publicity stills or trailers may be used to publicize a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except when the Producer has contracted with the Performer for use of such still photographs and trailers. The Performer shall be paid a fee not less than one-half (0.5) the Principal Actor Daily rate for four (4) hours included work time.

A3202 Availability of Performer for Promotion

The Performer shall agree to be available as reasonably required by the Producer for the purposes of promoting and publicizing the Production. The Performer shall ensure his availability for no less than an aggregate of four (4) hours for such purpose.

A3203 Conversion of Promotional Content to a Use

(a) Conversion of Promotional Content to a New Media Use: three and sixth-tenths percent (3.6%) of DGR from the first dollar.

(b) Conversion of Promotional Content to a conventional platform Use: Prior to Use, the Producer shall elect either the Prepayment Option or the Advance Option.

(c) Conversion of Promotional Content to both a New Media and a conventional platform Use: The New Media Use shall be provided for as in subparagraph (a) above and the conventional Use shall be provided for as set out in subparagraph (b) above.

ARTICLE A33 - EXCERPTS

A3301 Excerpts: The following provisions apply to the use of excerpts:

(a) Any Performer appearing in an excerpt not within the exceptions in subparagraph (b) below will be paid a fee not less than the contracted daily fee such Performer received in the original Program from which the excerpt is taken. All other terms and conditions of this Agreement (including Use Fees) shall apply to the new Program as if the Performer had actually participated. A Performer who appears in multiple excerpts not within the exceptions in subparagraph (b) below, which

are used in a single Program, will receive a fee equal to the highest contracted daily fee such Performer received in one (1) of the original Programs from which the excerpts are taken.

(b) Excerpts (except for Flashbacks – See Article A3302 below) may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
   (i) When such excerpt is used in a Program in which the Performer(s) participates in new work for such Program;
   (ii) As a recap, preview or teaser within a Series from which the footage was taken;
   (iii) Excerpts of not more than five (5) minutes for programs less than ninety (90) minutes in length and not more than ten (10) minutes for programs ninety (90) minutes or more in length may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
      (A) For the purpose of advertising or promoting a program or programs within a series from which the excerpt is taken;
      (B) In any awards Program;
      (C) In news/news magazine Programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.

(c) Background Performers will not be compensated for use of an Excerpt.

(d) Use of Excerpts in opening and/or closing montages is addressed in A3303 (Opening and Closing Montages) below.

(e) Excerpts for Documentary Programs: A Performer will be entitled to payment of one hundred dollars ($100.00) per thirty (30) second or less excerpt up to the highest originally contracted daily fee or the current daily fee, whichever is greater. The maximum payment for a Performer who appears in multiple excerpts within a single Documentary production is the originally contracted daily fee or the current daily fee, whichever is greater.

A3302 Flashbacks

If Flashbacks are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his contracted daily fee for the Program from which the flashback footage was taken. All other terms and conditions of this Agreement (including Use Fees) shall apply as if the Performer had actually participated.

A3303 Opening and Closing Montages

Where a Performer (other than a Background Performer) appears in an opening and/or closing montage and in fifty percent (50%) or more of the Episodes in the Series cycle, he/she shall receive no additional payment for such use.

(a) Where a Performer (other than a Background Performer) appears in an opening and/or closing montage and in less than fifty percent (50%) of the Episodes in the Series cycle, he/she shall be paid a Use Fee equal to five percent (5%) of his/her contracted daily fee for each Episode in which the opening and/or closing montage is used in which he/she does not otherwise appear.

(b) Where a Performer is engaged to perform in an opening and/or closing montage for an Episode and does not appear in any of the Episodes in the Series cycle, he/she shall be paid no less than the session fee for the appropriate performance category, plus Use Fees, where applicable. Such Performer (other than a Background Performer) shall be entitled to a Use Fee equal to five percent (5%) thereof for each additional episode in which such montage is used.

ARTICLE A34 - LIP SYNCHRONIZATION AND PHOTOGRAPHIC DOUBLING

A3401 The Producer will not, without the Performer's consent, lip synchronize or use a photographic double in lieu of a Performer, except under the following circumstances:

(a) when necessary to meet expeditiously the requirements of the exhibition;

(b) when necessary to meet expeditiously censorship requirements, domestic or foreign;

(c) when, in the opinion of the Producer, the failure to use a double for the performance of a hazardous act might result in physical injury to the Performer;

(d) when the Performer is not available, or when the exigencies of the production render such impracticable; and/or

(e) when the Performer fails or is unable to meet certain requirements of the Role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions (a) through (e) above, the Producer shall have the right to lip synchronize or use a photographic double for not only the acts and poses, plays and appearances of the Performer, but also the voice of the Performer, and all instrumental, musical and other sound effects to be produced by the Performer to such an extent as may be required by the Producer. However, nothing in this Article shall enable the Producer to avoid paying any Performer at rates which are less than those contained in this Agreement.

ARTICLE A35 - CREDITS

A3501 Exhibitor to Honour Performer Credits

In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A3502 Documentaries and Industrials

In Documentary or Industrial Programs, if any craft credits are given, then credits to Performers as provided in this Article shall apply.

A3503 Performer Credits

The Producer will use its best efforts to place at the end of each theatrical film and TV movie, a cast of characters naming the Performers and Roles played.

A3504 Credit to be Legible

All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

A3505 Individually Negotiated Credit

Except for Documentaries, Educational Programs, and Industrial Programs, any Performer (excluding Background Performers) may negotiate, at the time of signing his/her individual performer contract, the size and personal credit to be given, including the right to have no credit given. The Producer shall honour individually negotiated screen credits for placement, size, and description as agreed on in the Performer's individual contract of engagement. Disputes as to whether contractually agreed screen credit has been accorded shall be subject to the Grievance Procedure.

A3506 Failure to Provide Credit

Should the Producer fail to provide the credits on the Program as required above, the Producer agrees to the following remedy:

(a) to correct the omission prior to public showing where practicable; or

(b) if correction as in (a) above is not practicable, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific Periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Grievance Procedure for resolution. Cost of these advertisements will be borne by the Producer.

A3507 Union Logo

The Producer shall include the Union logo on the credit or cast roll if the logo of any other union or guild is included in the credit or cast roll as a result of a provision first negotiated in a collective agreement in British Columbia after the effective date of this agreement, and if the Union provides the logo on a timely basis.

ARTICLE A36 - PAYMENT OBLIGATIONS

A3601 Payment

All fees and payments must be paid to Performers no later than the fourth business day following the end of the week in which the performance occurred. All remittances and supporting documentation must be forwarded to the Union no later than two (2) calendar weeks following the end of the week in which the work was performed.

A3602 Late Payment Penalty

In the event that payment of fees is not forthcoming as prescribed in A3601 (Payment), the Producer shall pay to the Performer or the Union, as the case may be, a late payment charge equal to the prime lending rate (as posted on January 1st of each year by the Bank of Canada) plus two percent (2%) per annum calculated on the total outstanding fees, beginning with the first day following the day payment was due. If the Union provides notice to the Producer of the late payment and the Producer fails to cure the delinquency

within five (5) business days, the Producer shall pay to the Performer or the Union, as the case may be, a late payment charge of twenty-four percent (24%) per annum (calculated at two percent (2%) per month) and prorated on a daily basis, of the total outstanding fees, beginning with the first day following the day payment was due. This provision shall not apply when the Producer has filed with the Union a *bona fide* dispute relating to the fees payable.

A3603 Use of Payroll Service

In the event that the Producer uses a payroll company or other outside person(s) or entity (hereinafter referred to collectively as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of a Performer covered by this Agreement, the Producer agrees and acknowledges that it is and remains the Producer and employer for the purposes of all the provisions of this Agreement and that the Producer remains liable and responsible for compliance with such provisions.

A3604 General Payroll Failure

In the event of a general payroll failure:

(a) The Union shall discuss any general payroll failure situation with the Producer prior to invoking any action under this Article. If such discussions do not result in a resolution of the situation, and upon prior notice thereof to the Producer, the Union may proceed in accordance herewith. However, economic action pursuant to this Article shall not be taken by the Union in the event of a *Force Majeure*.

(b) The Union is entitled to take the following economic action:

(i) demand payment of a delinquent charge of twenty-four percent (24%) per annum, calculated at two percent (2%) per month and prorated on a daily basis of the total amount of such unpaid monies, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth day;

(ii) demand the immediate posting of a cash bond in accordance with Article A416 (Performance Bond); and

(iii) notwithstanding any other provision in this Agreement, if the Producer does not comply with (i) and (ii) above, or fails to supply sufficient evidence of the Producer's intention to comply, then forty-eight (48) hours after the Union has delivered the demand for the bond, the Producer agrees the Union may direct the Performers not to work on the Production, and it shall not be a violation of this Agreement for the Performers to cease work or take any other economic action the Union thinks necessary, until all sums due and owing have been paid in full and the bond has been posted, and the Union may immediately institute action at law or equity, or before an administrative tribunal, to obtain payment of the sums. In any action brought either in arbitration or in a Court or tribunal of competent jurisdiction, the claims arising out of non-payment shall include all costs and expenses of the proceedings, including reasonable legal and accounting fees. These rights shall be in addition to all other remedies available to the Union.

(c) The Producer agrees:

(i) to pay the delinquency charges referred to in (b)(i) of this Article if demanded as above provided;

(ii) to post the bond referred to in (b)(ii) of this Article if demanded as above provided; and

(iii) that the Union in its own name shall be a proper party in interest to enforce compliance by the Producer with this Agreement on the Union's own behalf and for any affected Performers without further assignments or authorization from them.

A3605 Right of Audit

The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, the Union shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by the Union, at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Program.

A3606 Purchaser's Assumption Agreement

(a) If the Producer sells, assigns, or otherwise disposes of any production produced under this Agreement or any rights thereto, to a party that is not a Distributor (in which case Article C503 (Distributor's Assumption Agreement) will apply), the Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in Appendix "H" and the Union approves the assumption in writing. Such approval shall not be unreasonably withheld.

(b) Upon seeking the approval of the Union to a sale, assignment or other disposition as provided for herein, the Producer shall provide to the Union such information and material pertaining to the Purchaser as the Union may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

ARTICLE A37 - PERFORMER BENEFITS

A3701 Insurance

(a) In consideration of the free-lance employment nature of most Performers, the Union shall maintain Insurance programs which provide such benefits to Members as life insurance, dental care, accidental death and disability coverage, weekly indemnity benefits, and extended health care.

(b) The design and extent of coverage and entitlement of the Insurance programs shall be at the sole and absolute discretion of the Union.

(c) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use fees) paid to all Performers.

A3702 Retirement

The Union shall maintain Retirement programs for Performers who are Members of the Union.

(a) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are Members of the Union; and

(b) The Producer shall deduct and pay to the Union an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) payable to each Performer who is a Member of the Union.

A3703 Equalization Payments

In order to equalize the payments in respect of Union Members and non-members, the Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are not members of the Union.

A3704 The Plans

The terms and provisions of the Insurance and Retirement programs designed and maintained by the Union - including the design, extent of coverage, entitlement and qualification for the benefits provided under those programs - shall be at the sole discretion of the Union, and funds payable to the Union pursuant to this Article including, without limitation, the equalization payments, may be used and applied by the Union in such manner and for such purposes as may be determined in the sole and absolute discretion of the Union. For greater certainty, the equalization payments belong exclusively to the Union.

A3705 Maximum Contributions

The maximum contributions per Performer pursuant to this Article A37 (Performer Benefits) with respect to each contract of engagement shall be:

(a) $5,000.00 (Canadian) pursuant to Article A3701 (Insurance)

(b) $6,000.00 (Canadian) pursuant to Article A3702(a) (Retirement) or A3703 (Equalization Payments)

(c) $3,000.00 (Canadian) pursuant to Article A3702(b) (Retirement)

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

A3706 Remittance

The contributions and deductions pursuant to this Article A37 (Performer Benefits) shall be payable by cheque to the Union no later than two (2) calendar weeks following the end of the week in which the work was performed for the same period covered by the Production payroll. Copies of Performer timesheets and cheques must be included with the remittance to the Union.

A3707 Remittance Statement

The Producer shall provide the Union with an itemized statement of the amount of each Performer's earnings and the contributions and deductions made in respect of each

Performer when remitting the contributions and deductions under Article A37 (Performer Benefits).

A3708 Reallocation of Contributions

The Union shall have the right to reallocate the percentage contributions made by the Producer to the Union under Article A412 (Administration Fee) and A37 (Performer Benefits) of this Agreement upon providing notification to the Producer.

A3709 Other Plans

If a Performer is hired pursuant to the SAG-AFTRA or Equity (UK) agreement, payments will be made in accordance with that agreement. However, if:

(a) a Performer is hired under this Agreement and is a member of SAG-AFTRA or Equity (UK) but is not eligible to receive benefits from the Insurance and Retirement Plans under this Agreement by virtue of residency outside Canada; and

(b) the payments required to be made by the Producer under the SAG-AFTRA or Equity (UK) agreements are no less than those specified in this Agreement;

then the Producer may cause the appropriate payments to be made to the appropriate Insurance and Retirement Plan in accordance with the contribution requirements of the appropriate agreement. If such appropriate payments are made to SAG-AFTRA or Equity (UK) Plans, and proof of such payments is provided to the Union, the Producer will not be required to make payments under A3701(c) (Insurance), A3702 (Retirement) and A3703 (Equalization Payments).

ARTICLE A38 - APPENDICES

A3801 The following appendices shall form part of this Agreement. Any references in the appendices to the Union refers to the Union of B.C. Performers. In the event that a Producer uses a similar form provided by the ACTRA, including an individual Performer's contract, it shall be deemed to be a form pursuant to this Agreement; any references in such forms to rates or conditions which may be less favourable than those contained in this Agreement shall be deemed to be amended to conform to this Agreement. The cover page, signing pages, and individual contracts of engagement also form part of this Agreement.

Appendix “A”	List of Individuals, Persons, Partnerships, Firms, or Corporations Bound by This Agreement
Appendix “B”	Recognition of Agreement
Appendix “C”	Production Information Sheet
Appendix “D”	Performer’s Time Report
Appendix “E”	Performer Contract for Independent Production
Appendix “F-1”	UBCP Minor’s Employment
Appendix “F-2”	Minors Request for Variance Form
Appendix “G”	Audition Sign-in Sheet
Appendix “H”	Purchaser's Assumption Agreement
Appendix “I”	Distributor s Assumption Agreement
Appendix “J”	Security Agreement

Appendix “K”	Declaration for Casting Directors
Appendix “L”	Daily List of Background Performers
Appendix “M”	Background Performer Voucher (for Qualified Background Performer)
Appendix “M-1”	Non-Qualified Background Performer Voucher
Appendix "N"	Vancouver Studio Zone Map
Appendix “N-1”	Victoria Studio Zone Map
Appendix “O”	Declaration Respecting Option for 25% Advance
Appendix “P”	Fact-based / Lifestyle and Documentary Programs
Appendix “Q”	BC Indie Program
Appendix “R”	Productions Made For New Media
Appendix “S”	Production Guarantee
Appendix “T”	Distribution Guarantee

ARTICLE A39 – DURATION

A3901 This Agreement is the successor Agreement to the 2015-2018 B.C. Master Production Agreement.

A3902 The term of this Agreement is effective from April 1, 2018 through until March 31, 2021. Pending negotiation of a new agreement to take effect April 1, 2021, all the provisions hereof shall continue in force until such time as a new agreement is concluded.

A3903 The parties agree to commence negotiations concerning a new agreement at least 90 days prior to March 31, 2021 and to continue such negotiations diligently and in good faith until a new agreement is reached.

A3904 Pursuant to *Labour Relations Code* Section 50(4) (Agreement for Less than One Year), the operation of *Labour Relations Code* Section 50(2) and Section 50(3) shall be excluded from this Agreement and shall not apply to this Agreement.

SECTION B

MINIMUM FEES

ARTICLE B1 - MINIMUM FEES

B101 Minimum Daily Fees (Per Performer/Per Program)

Effective April 1, 2018:

Category [see Notes below]	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Principal Actor / Stunt Performer	$ 714.61	$ 89.33	$ 134.00	$ 178.66
Group Singers / Dancers	$ 535.29	$ 66.91	$ 100.37	$ 133.82
Actor	$ 480.94	$ 60.12	$ 90.18	$ 120.24
Variety Principal	$ 1,070.56	$ 133.82	$ 200.73	$ 267.64
Chorus Performer	$ 695.57	$ 86.95	$ 130.43	$ 173.90
Stunt Coordinator	$ 929.25	$ 116.16	$ 174.24	$ 232.32
Stunt Actor	$ 1,067.83	$ 133.48	$ 200.22	$ 266.96
Choreographer	$ 714.61	$ 89.33	$ 134.00	$ 178.66
Vocal / Dialogue Coach	$ 1,067.83	$ 133.48	$ 200.22	$ 266.96

Effective March 31, 2019:

Category [see Notes below]	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Principal Actor / Stunt Performer	$ 736.05	$ 92.01	$ 138.02	$ 184.02
Group Singers / Dancers	$ 551.35	$ 68.92	$ 103.38	$ 137.84
Actor	$ 495.37	$ 61.92	$ 92.88	$ 123.84
Variety Principal	$ 1,102.68	$ 137.84	$ 206.76	$ 275.68
Chorus Performer	$ 716.44	$ 89.56	$ 134.34	$ 179.12
Stunt Coordinator	$ 957.13	$ 119.64	$ 179.46	$ 239.28
Stunt Actor	$ 1,099.86	$ 137.48	$ 206.22	$ 274.96
Choreographer	$ 736.05	$ 92.01	$ 138.02	$ 184.02
Vocal / Dialogue Coach	$ 1,099.86	$ 137.48	$ 206.22	$ 274.96

Effective March 29, 2020:

Category [see Notes below]	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Principal Actor / Stunt Performer	$ 758.13	$ 94.77	$ 142.16	$ 189.54
Group Singers / Dancers	$ 567.89	$ 70.99	$ 106.49	$ 141.98
Actor	$ 510.23	$ 63.78	$ 95.67	$ 127.56
Variety Principal	$ 1,135.76	$ 141.97	$ 212.96	$ 283.94
Chorus Performer	$ 737.93	$ 92.24	$ 138.36	$ 184.48
Stunt Coordinator	$ 985.84	$ 123.23	$ 184.85	$ 246.46
Stunt Actor	$ 1,132.86	$ 141.61	$ 212.42	$ 283.22
Choreographer	$ 758.13	$ 94.77	$ 142.16	$ 189.54
Vocal / Dialogue Coach	$ 1,132.86	$ 141.61	$ 212.42	$ 283.22

Notes:

(a) Principal Actor includes Announcer, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, and Panelist.

(b) Group Singers or Dancers are in groups of up to four (4) people.

(c) Actor includes Models, and Singers or Dancers in groups in excess of four (4) people.

(d) All rates and fees are based on an eight (8) hour day.

B102 Minimum Fees for Performers in Series

In a Series, the performance fees may be calculated on the basis of the minimum daily fees (provided in Article B101 Minimum Daily Fees (Per Performer/Per Program)) either "per Episode" or "per day of production", whichever is the greater.

B103 Minimum Fees for Stunt Coordinators

Stunt Coordinators may be employed on a flat fee for each week of employment.

B104 Minimum Fees for Off-Camera Performers and Lip Synchronization in Programs (Per Program)

Effective April 1, 2018:

Categories	Daily Fee	Hourly Fee	Overtime Rate @ 1.5	Included Work Hours
Principal Actor	$ 500.27	$ 89.33	$ 134.00	4
Actor, etc.	$ 337.25	$ 60.12	$ 90.18	4

Effective March 31, 2019:

Categories	Daily Fee	Hourly Fee	Overtime Rate @ 1.5	Included Work Hours
Principal Actor	$ 515.28	$ 92.01	$ 138.02	4
Actor, etc.	$ 347.37	$ 61.92	$ 92.88	4

Effective March 29, 2020:

Categories	Daily Fee	Hourly Fee	Overtime Rate @ 1.5	Included Work Hours
Principal Actor	$ 530.74	$ 94.77	$ 142.16	4
Actor, etc.	$ 357.79	$ 63.78	$ 95.67	4

For the purpose of this Article, Principal Actor shall include all categories noted under B101 (a) and (b) (Minimum Daily Fees (Per Performer/Per Program)); Actor shall include all categories noted under B101(c) (Minimum Daily Fees (Per Performer/Per Program)) above.

When work continues beyond the designated four (4) hours included work time on a single Program on a given day, the fifth, sixth, seventh and eighth hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the eighth hour of work shall be paid at the overtime rate specified above for each of the ninth, tenth, eleventh and twelfth hours. Time in excess of twelve (12) hours in any one (1) day shall be compensated at two hundred percent (200%) of the hourly rate specified above.

B105 Minimum Fees for Off-Camera Narrators and Commentators in Programs (Per Program)

(a) For purposes of payment to off-camera Narrators and Commentators, the Program shall be divided into ten (10) minute segments.

(b) Payment shall be based on the number of such segments in which the Performer appears and shall be a minimum based on one (1) hour included work time per performer as follows:

	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
First Segment	$ 334.21	$ 344.24	$ 354.57
Second Segment	$ 271.70	$ 279.85	$ 288.25
Third Segment	$ 134.50	$ 138.54	$ 142.70
Fourth and subsequent Segments	$ 93.07	$ 95.86	$ 98.74

(c) **Additional Work Time**

Any time worked in excess of the included work time provided above per segment shall be paid at the following rates per hour per Performer:

	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
Additional Work Time Per Hour	$ 89.33	$ 92.01	$ 94.77

(d) Where the performance involves two (2) Programs in one (1) session, a twenty percent (20%) discount applies; and if there are three (3) or more Programs in one (1) session, a thirty percent (30%) discount applies.

B106 Billboards and Bumpers

Minimum Guarantee for each Thirteen (13) Uses - (Four (4) Hours Included Work Time)

Category	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
On-Camera Performer	$ 664.68	$ 684.62	$ 705.16
Off-Camera Performers and Group Singers	$ 334.21	$ 344.24	$ 354.57

B107 Public Service Announcements

Category	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020	Included Work Time
On-Camera Performer	$ 714.61	$ 736.05	$ 758.13	8 hours
Off-Camera Performers and Group Singers	$ 500.28	$ 515.29	$ 530.75	4 hours
	$ 89.33	$ 92.01	$ 94.77	Hourly Rate in excess of included work time up to and including 8th hour on any one day

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from the first Use of the announcement. If additional Use is desired, such additional Use may be contracted for further periods each not more than three (3) years upon:

(a) re-negotiation with the Performer(s) concerned; and
(b) the Performer(s) being re-contracted; and
(c) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of the original Production.

B108 Interstitial - Rates

Duration	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
Per ten (10) minutes of finished recording (1 hour included work time)	$ 327.36	$ 337.18	$ 347.30
Hourly rate per for additional work time	$ 89.33	$ 92.01	$ 94.77

When the performance includes thirty (30) minutes or more of finished recording in one (1) day - thirty percent (30%) discount applies.

B109 Series Theme Music

Payment of the following session fees (plus the applicable Use Fees) shall entitle the Producer to utilize the theme on one (1) Episode of the series. Use of the theme on additional Episodes shall require payment of an additional five percent (5%) of such fee (plus the applicable Use Fees) per Episode.

Singers: Solo or Duo

Effective Date	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Included Work Hours
Effective April 1, 2018	$ 500.28	$ 89.33	$ 134.00	4
Effective March 31, 2019	$ 515.29	$ 92.01	$ 138.02	4
Effective March 29, 2020	$ 530.75	$ 94.77	$ 142.16	4

Group Singers

Effective Date	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Included Work Hours
Effective April 1, 2018	$ 337.25	$ 60.12	$ 90.18	4
Effective March 31, 2019	$ 347.37	$ 61.92	$ 92.88	4
Effective March 29, 2020	$ 357.79	$ 63.78	$ 95.67	4

B110 Vacation Pay

All Fees in this Section B (Minimum Fees) include a four percent (4%) vacation payment required pursuant to the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

B111 Minimum Fee Increases During Production

When a Pilot Program or MOW commences principal photography prior to the expiry date of a BCMPA and continues in production through and after the effective date of the successor BCMPA, the Minimum Fees applicable prior to the expiry of the BCMPA shall apply during the entire production of the Program.

ARTICLE B2 - DISCOUNTS

B201 Weekly Rate

A weekly fee equal to four times (4X) the applicable daily rate may be applied to Performers, other than Stunt Coordinators and Stunt Actors, who are contracted for five (5) days. The fee shall include forty (40) hours of time worked during a five (5) day period in any one (1) week. For work in excess of eight (8) hours in any one (1) day or for work on a sixth or seventh consecutive day, the overtime provisions of Article A12 (Overtime) shall apply. The overtime rate for the particular category shall be based on the hourly rate outlined in Article B101 (Minimum Daily Fees (Per Performer/Per

Program)) or the Performer's contracted hourly rate, whichever is greater. Performers who are engaged on a weekly rate shall remain on a weekly rate for the duration of his/her engagement on the Production. The weekly rate may not be applied on a pro-rata basis except that the Producer shall be entitled to pro-rate the first and last "short" weeks of a Performer on a contract of at least three (3) weeks in duration.

B202 Multiple Program Production

For game, talk, panel, exercise, cooking and similar skill or craft oriented Programs, all of which Programs must be thirty (30) minutes in length or less, and for all Programs of any type which are fifteen (15) minutes or less in length, a Performer contracted for the Series on the basis of performing in at least three (3) Programs to be produced per day of production may provide a thirty percent (30%) discount in the daily fees applicable to each Program. Additional work time, overtime and other such fees shall not be subject to a discount.

B203 Series Rates for Off-Camera Performance

Where an off-camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in a "live-action" Series to be produced within a period of six (6) months (for each thirteen (13) Episodes), the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted.

B204 Adjustment if Work Cancelled

If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet with the requirements of weekly, multiple Program or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted. This Article shall not apply in cases of *force majeure*.

B205 Presentation Program

The minimum performance and daily fee provided in this Agreement (except for Background Performers) may be discounted by fifty percent (50%) for the production of a Presentation Program. In order to qualify as a Presentation Program for the purpose of this Article, the Program must be produced for evaluation purposes only, and must not be intended for broadcast at the time of production. Hourly overtime or any other rates and fees shall not be discounted. The use of a Presentation Program shall be limited to evaluation purposes, and shall not include broadcast. Any other Use of the Presentation Program, including broadcast, shall require a step-up of fees to Performers to the minimum fees in this agreement or the Contracted Fee, whichever is the higher, and the payment of the applicable Use fee(s) prior to any such Use.

B206 No Pyramiding of Discounts

Whenever one (1) of the above rates are applied, there shall not be a pyramiding of such rates. Only one (1) of the above rates may be applied to any engagement of a Performer.

SECTION C

DISTRIBUTION RIGHTS AND USE OPTIONS

ARTICLE C1 - DECLARED USE

C101 Distribution Rights

Upon payment of the minimum fees contained in this Agreement, the Producer is entitled to worldwide Non-Theatrical Use and one (1) of the following Declared Uses of the Program. At the time of contracting of Performers, the Producer must declare the intended Declared Use of the Program.

(a) **Theatrical:** Worldwide Theatrical use for period of copyright of the Program.
(b) **Free Television:** One (1) domestic run in Canada.
(c) **Pay-Television:** One (1) year's use in Canada.
(d) **Cable TV:** Two (2) years' use in Canada.
(e) **Compact Devices:** Two (2) years' use in Canada.
(f) **Educational Programs:** Two (2) years' use in Canada.
(g) **New Media:** Ninety (90) days' use worldwide.

C102 Payment for Other Forms of Use

Should a Producer wish to exploit a form of use for which terms and conditions are not specified in this Agreement, the Producer shall pay three and six-tenths percent (3.6%) of Distributors' Gross Revenue for such use until the Union and the Producer have negotiated mutually acceptable terms and conditions to apply to such form of Use.

C103 Additional Use

At the time of production, a Producer must select one (1) of the following three (3) options with respect to additional Use of the Production beyond the declared use pursuant to C101 (Distribution Rights) above:

(a) Payment for Individual Use Option pursuant to Article C2 (Individual Use Option) below; or
(b) Prepayment Options pursuant to Article C3 (Prepayment Options) below; or
(c) Participation in Distributors' Gross Revenue Option pursuant to Article C4 (Participation in Distributors' Gross Revenue Option) below.

ARTICLE C2 - INDIVIDUAL USE OPTION

C201 Individual Payments

When a Program is exploited in a market other than the market provided for in the Declared Use in C101 (Distribution Rights) above, and the Producer has elected to not adopt the Prepayment Options in C3 or the Participation in Distributors' Gross Revenues in C4, Performers shall be paid the following minimum Use Fees based upon the following percentages of Net Fees earned during the production of the Program. Use Fees to Performers shall be paid within thirty (30) days of the date of such Use.

C202 Theatrical Use

When a Program produced with a Declared Use of Free Television, Pay Television, Cable Television, Compact Devices, New Media or Educational Television is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

(a) Programs sixty (60) minutes or less in length 15%

(b) Programs exceeding sixty (60) minutes in length 35%

C203 Free Television

(a) Use in Canada

(i) Each Domestic Run 30%

(ii) Each use on a single television station: Toronto / Hamilton 20%
Each other station 10%

When payment to the Performer for use under (a)(ii) above has reached thirty percent (30%) of the Performer's Net Fees as provided in (a)(i) above, the Producer shall be entitled to authorize broadcast of the Program one (1) time on one (1) television station in each market in Canada in which the Program has not been so used.

(b) Use in the United States:

Use	Network	Syndicated Network	Non-Commercial
First	35%	25%	25%
Second	30%	20%	20%
Third	25%	15%	15%
Fourth	25%	15%	15%
Fifth and subsequent	10%	10%	10%

(c) World Market:

(i) Each Use in any country except Canada, United States, Great Britain and West Germany 10%

(ii) Each Use in Great Britain 5%

(iii) Each Use in West Germany 4%

(iv) Each Use in any single country, except Canada, U.S., Great Britain and West Germany 2%

C204 Pay Television

(a) Use in Canada: Each three (3) months' Use in Canada ten percent (10%) or twenty-five percent (25%) for twelve (12) months' Use in Canada;

(b) Use in the U.S.: Each three (3) months' Use in the U.S. fifteen percent (15%) or thirty percent (30%) for twelve (12) months' Use in the U.S.

(c) Use in the Foreign Markets: Each three (3) months' Use in Foreign Markets fifteen percent (15%) or thirty percent (30%) for twelve (12) months' Use in Foreign Markets.

C205 Cable TV

(a)	Use in Canada: each one (1) year of Use	10%
(b)	Use in U.S.: each one (1) year of Use	15%
(c)	Use in the Foreign Markets: each year of Use in Foreign Markets	15%

C206 Compact Devices

(a)	Use in Canada: each one (1) year of Use	10%
(b)	Use in U.S.: each one (1) year of Use	15%
(c)	Use in the Foreign Markets: each year of Use in Foreign Markets	15%

C207 Educational Television

(a)	Use in Canada: each one (1) year of Use	10%
(b)	Use in U.S.: each one (1) year of Use	15%
(c)	Use in the Foreign Markets: each year of Use in Foreign Markets	15%

C208 New Media

(a)	Use in Canada: each one (1) year of Use	10%
(b)	Use in the U.S.: each one (1) year of Use	15%
(c)	Use in Foreign Markets: each one (1) year of use	15%

ARTICLE C3 - PREPAYMENT OPTIONS

C301 Preamble

The Producer may acquire unrestricted Use rights as specified below. The Producer shall declare and specify the media Uses of the Program for which Prepayment is being made on the individual contract of the Performer. Prepaid Use payments must be paid to Performers at the time of Production.

The Producer shall notify the Union, in writing, regarding the date of first use in a residual market. Unless the Union is otherwise notified by the Producer, the date of first use in a residual market for a Theatrical motion picture shall be deemed to be six (6) months after Theatrical release. With respect to long-form television programs and television Series produced primarily for distribution outside of Canada, the date of first use in a residual market shall be deemed to be thirty (30) days after the completion of principal photography unless the Union is notified otherwise by the Producer. With respect to television programs intended primarily for distribution in Canada, the date of first use in a residual market for long-form television programs and television series shall be nine (9) months after the completion of principal photography unless the Union is otherwise notified by the Producer. With respect to productions made for New Media, the date of first use in a residual market shall be deemed to be the day after expiration of the Declared Use period. Where it is established that the actual date of first use in a residual market is earlier than the deemed date, the actual date shall apply.

(a) **Theatrical Motion Pictures**

When the Program's Declared Use is Theatrical, the Producer may pay one hundred thirty-five percent (135%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) above (or one hundred thirty percent (130%) of the Performers' Net Fees for unrestricted

worldwide use in all media enumerated in C101 (Distribution Rights) above, excluding New Media) for a period of four (4) years from the date of first use in a residual market. After the expiration of such four (4) year period, the Producer will pay three and six-tenths percent (3.6%) of "Distributors' Gross Revenue," as that term is defined in C4 (Participation in Distributors' Gross Revenue Option) below ("DGR"), with respect to all media other than Theatrical, for which the Producer retains unrestricted worldwide Theatrical use for the period of the copyright of the Program.

(b) **Free Television Series**

When a Program's Declared Use is Free Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical and New Media), for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program.

(c) **Free Television Long-Form Programs**

When a Long-Form Program's Declared Use is Free Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical and New Media), for a period of four (4) years from the date of first exhibition in a residual market. Before the expiration of any four (4) year period, the Use Fees may be renewed for an additional four (4) year period upon payment of an additional one hundred ten percent (110%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of renewing a four (4) year period, the Producer shall pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program.

(d) **Cable TV**

When a Program is made primarily for Cable Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical and New Media), for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay three and six-

tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program.

(e) **New Media**
When a Program's Declared Use is New Media, see Appendix R ("Productions Made for New Media") for prepayment options.

(f) **All Other Media Enumerated in C101** (Distribution Rights)
When the Declared Use is other than Theatrical, Free Television, Cable TV or New Media, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical and New Media), for a period of four (4) years from the date of first exhibition in a residual market. After the expiration of such four (4) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program.

(g) **Conversion to Theatrical**
When a Program has a Declared Use other than Theatrical, and is distributed for Theatrical Use, the Producer shall pay to the Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:
(i) Programs sixty (60) minutes or less in length: 15%
(ii) Programs exceeding sixty (60) minutes in length: 30%

(h) In the event the Producer elects to pay the one hundred thirty percent (130%) prepayment in subparagraph (a) above or the one hundred five percent (105%) prepayment in subparagraphs (b), (c), (d) or (f) above, and the Producer exploits the Program in New Media, the Performers shall be paid New Media Use Fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR.

ARTICLE C4 - PARTICIPATION IN DISTRIBUTORS' GROSS REVENUE OPTION

C401 Percentages of Non-Refundable Advance

The Producer may pay, at the time of production, one (1) of the following percentages of Net Fees as a Non-Refundable Advance against the following Use Fees for all Uses set forth in Article A357(a)(i)-(viii), based on Performer Participation in Distributors' Gross Revenue:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in Distributors' Gross Revenue
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

C402 Limitation of Selection of 25% Advance

(a) The only circumstances which will allow a Producer to select Option #4 above, and therefore make a twenty-five percent (25%) Advance payment under Article C401 (Percentages of Non-Refundable Advance) is if there are only exclusively

Canadian pre-sale(s) as of the first day of principal photography of the Production, which pre-sale(s) includes one (1) of the Declared Uses, as defined in Article C101 (Distribution Rights). Unless the Production pre-sale(s) fulfills these conditions the Producer shall not be entitled to exercise Option #4. In the event that prior to the completion of principal photography of a Production or a Series there is a non-Canadian sale, the Producer shall immediately and retroactively increase the Advance payment to at least fifty percent (50%). Where the Producer is entitled to exercise Option #4, they must complete the declaration in Appendix "O" (Declaration Respecting Option for 25% Advance).

(b) A Producer who exercises Option #4 without strictly fulfilling all of the foregoing conditions shall be liable to pay damages to the Union in respect of the Performers affected, based on the difference in the Participation Advance payment calculated at the rate of seventy-five percent (75%) (Option #2), less the Participation Advance payment actually made, and the Performers concerned shall continue to be entitled to participate in Distributors' Gross Revenue derived from the Production at the rate provided in option #4, *i.e.*, six and six-tenths percent (6.6%).

C403 Participation in Gross - Participation Advance

After the Producer has elected to make Participation Advance Payments as set out in C401 (Percentages of Non-Refundable Advance), Performers shall be paid, as Use Fees, an aggregate amount equal to the applicable percentage of *Distributors' Gross Revenue*, provided that no amounts shall be paid until such time as the Aggregate Participation Advance is recouped from the *Distributor's Gross Revenue*.

C404 Limit on Individual Participation Advance

The parties acknowledge that the maximum amount of an individual Performer's Participation Advance shall be fifty percent (50%) of the Gross Fees payable to such Performer in respect of the Production.

C405 Calculation of Aggregate Participation Advance

For purposes of calculating additional Use Fees, the Aggregate Participation Advance shall be the total of all the Participation Advance payments paid to Performers on a Production, with the following cap or limitation: No Performer shall be credited with an Participation Advance payment greater than the amount equal to the number of days of principal photography multiplied by twenty (20) times the minimum daily fee for a Principal Actor as set out in Article B101 (Minimum Daily Fees (Per Performer/Per Program)).

C406 Payment of Use Fees

Additional Use Fees shall be payable to the Union and shall be distributed to Performers pursuant to the provisions of Article C409 (Distribution of Payments). Although the individual Participation Advance payments in excess of the limitation specified in Articles C404 (Limit on Individual Participation Advance) and C405 (Calculation of Aggregate Participation Advance) payable to individual Performers may not be credited to the Aggregate Participation Advance, the Union shall have the right to take into account such excess Participation Advance payment to an individual Performer when

determining the allocation that will be made to the said Performer under Article C409 (Distribution of Payments).

C407 Distributors' Gross Revenue ("DGR") shall mean all monies derived in any manner whatsoever from the distribution of the Production, including through the sale, license or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, DGR shall include only revenues from licenses of the English Language version of the Productions. For greater certainty:

(a) Monies derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in DGR.

(b) DGR shall also mean all monies received by those Distributors with which the Producer has entered into a Distribution Agreement (the "Head Distributor") in respect of the Production. The DGR shall also include all monies received by sub-distributors which:

(i) are related to or which do not have an arm's length relationship with, the Producer or the Head Distributor; or

(ii) have an obligation to report and remit Revenue directly to the Producer or Head Distributor.

(c) Pre-sale revenues shall be included in DGR. A pre-sale means the grant of a license or rights to utilize a Production, prior to production, to an end user, for consideration. The amount of verified distribution Advances, *i.e.*, payments received by a Producer from a Distributor, shall not be included in Distributor's Gross for the purpose of triggering the payment of Use Fees to Performers, however, a Distributor shall not be entitled to deduct the amount of the Advance from the amount of the DGR, for the purpose of the calculation of Use Payments.

(d) Notwithstanding the foregoing, DGR derived from EST and the sale or rental of Compact Devices shall be deemed to be equal to twenty percent (20%) of the wholesale selling price. In the event that the wholesale selling price of Compact Devices is at or less than the typical sell-through price to wholesalers (currently thirty dollars ($30.00) per unit), the deemed Distributors' Gross shall be ten percent (10%) of the wholesale selling price.

(e) The Producer, at the time of the Production, will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the Declared Use and/or prepayment and which portion thereof is attributable to the Gross Distributors' Revenue upon which Use Payments are based, subject to the right of the Union to refer any difference to Arbitration under Article A10 (Grievance Procedures and Resolution). If, as a result of this allocation, Use Fees become payable from the DGR, the said Fees shall be payable to the Union at the time of Production.

(f) **Packaging**

It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where Productions are packaged together for the purposes of distribution, the parties shall allocate the revenue attributable to each individual Production, subject to the

right of the Union to refer any difference to the Arbitration under ArticleA10 (Grievance Procedures and Resolution).

(g) **Official Treaty Co-productions**

(i) While DGR includes revenue from all sources on a worldwide basis, in respect of Official Treaty Co-productions certified by Telefilm or by any successor organization, the DGR shall be:

(A) all those revenues derived from the distribution of the Official Treaty Co-production in those territories to which the Canadian Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;

(B) a proportion of those revenues derived from the distribution of the Official Treaty Co-production in those territories in which the Canadian Co-producer is entitled to distribution revenues on some shared basis with its foreign co-producer, which proportion shall be equal to that proportion of revenues agreed by the co-producers to be paid to the Canadian Co-producer from such territories (the "Canadian Share"). The Canadian Share shall be no less than the percentage of the total amount of the Production budget financing derived, directly or indirectly, from any Canadian source(s).

(ii) Prior to production, the Producer shall disclose the Production's status as an Official Treaty Co-production to the Union, and will provide the following information to the Union:

(A) the name and legal status of the Co-producers;

(B) the details of the agreement between or among the Co-producers in respect of the manner in which the revenues from the Official Treaty Co-production will be divided between (or among) them, including details of territories to which either Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.

(h) If the Negotiating Producers negotiate with any other trade union or association that bargains collectively on behalf of its members a definition of DGR (or the equivalent) which in some or all aspects is superior to the definition in this Article, the definition hereunder shall be amended to reflect the improvement.

C408 Reporting and Payment Procedure

(a) The Producer shall deliver to the Union reports setting forth the amount of DGR in respect of the Production, derived in the applicable accounting period. Each report shall be delivered to the Union in the same manner and frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two (2) years following the first report filed hereunder and annually thereafter. The first report shall be due sixty (60) days following the last date of the first reporting period and the ensuing reports shall be due in the frequency provided above. The first reporting period is the period immediately following the delivery of the Production to the Distributor. The reports will be accompanied by the aggregate Use Payments payable to Performers and an outline of the method of calculation of the said payment.

(b) At the request of the Union the Producer will consent to the release of true copies of the reports dealing with DGR, filed with the government agencies and/or other financiers, subject to the right on the part of the Distributor to edit the reports on the grounds that they contain confidential information.

(c) The Producer (or Distributor) shall be deemed to hold the aggregate Use Payments in trust for the Performers, from the time that Gross Revenues are recognized, until the disbursement of same to the Union on the due date, *i.e.*, the date that each report is due. In the enforcement of this Article, the Union, subject to its rights as a creditor, shall agree to not hold any representative of a Producer (or Distributor) liable in negligence, provided the said representative acts in a bona fide fashion. The DGR shall be recognized when a contract for the sale or conveyance of any rights in a Production is made, but Use payments shall only be payable when the reports are due under this Article C408(a) above.

(d) If the currency of the DGR is other than the Canadian Dollar, the Use payment shall be calculated at the exchange rate for the said currency, on the basis of the established practice of the Producer or Distributor, which practice shall be disclosed in writing to the Union upon request. If the practice is amended at any time such amendment shall be disclosed to the Union.

(e) Payments shall be made to the Union in trust for the Performers concerned. The Union shall be entitled to make a claim of interest on payments received after the due date as provided herein, *i.e.*, the date the reports are due to be filed, at the Prime rate of interest, as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.

(f) When a Producer selects any of the Advance Options the Producer shall deliver to the Union:

  (i) the calculation of the total amount of Advance payments, certified by the Production Accountant or Controller, and the back up material in this regard;

  (ii) the first report that is due to the Union pursuant to Article pursuant to this Article C408(a);

  (iii) the information and Use Fees, if any, payable under C407(e) (Distributors' Gross Revenue).

C409 Distribution of Payments

Use payments shall be distributed to Performers by the Union on the following basis:

(a) Units will be assigned to Performers as follows: One (1) unit shall be defined as the minimum fee payable to the lowest rated residual category for one (1) day of work. Performers shall receive units according to the Gross fee paid to that Performer for the production of the Program to a maximum of twenty (20) units per Performer.

(b) For each Program, the total revenue will be divided by the total units accumulated by all Performers with respect to the Program involved and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units he has accumulated and the dollar value calculated in the preceding sentence.

(c) Stunt Coordinators and Choreographers will participate in units assigned to Performers on the aggregate amount of DGR and will form part of the ratable distribution to Performers.

ARTICLE C5 - RESIDUALS ADMINISTRATION

C501 Selection of Use Payment Option

The election made by the Producer to pay Use Fees under C2 (Individual Use Option) or C3 (Prepayment Options), or C4 (Participation in Distributors' Gross Revenue Option) shall be the same for each Performer engaged on the Production. For clarity, if a Producer elects to Prepay Performers as set out in Article C3 (Prepayment Options), all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a Prepayment. On the other hand, if a Producer elects to make Participation Advance payments as set out in Article C4 (Participation in Distributors' Gross Revenue Option), the Producer must select the same percentage of the Participation Advance and thus provide for the identical rate of participation in the DGR for each Performer on the Production.

C502 Fair Market Value

The Producer and/or Distributor shall meet with the Union to determine the fair market value for distribution of a Program should such program be distributed for Use by means of barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Programs. The Use fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Article A10 (Grievance Procedures and Resolution).

C503 Distributor's Assumption Agreement

(a) If the Producer, its successors and assigns, licenses, sells, disposes or otherwise conveys any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (*i.e.*, a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said Agreement shall be in the form attached as Appendix "I" (Distributor’s Assumption Agreement).

(b) Upon seeking the approval of the Union to an assignment, license, sale, disposition or conveyance of distribution rights the Producer shall also provide to the Union such information and material pertaining to the Distributor, as the Union may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.

(c) The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the distributor to whom the distribution rights have been sold, assigned, or otherwise disposed of (the Distributor) assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in Appendix "I", and the Union approves the assumption in writing. The Union's approval shall not be unreasonably withheld.

C504 Administration Charge

The Producer shall assist in defraying the cost of administering this section of the Agreement which involves the distribution of Use payments. The administration fee payable shall be one percent (1%) of the total amount to be distributed. The minimum

administration charge shall be one hundred dollars ($100.00) per Program payable as an advance with the first Use Fee payment to be distributed by the Union.

C505 Security Agreement

A Security Agreement in the form of Appendix "J" shall be provided to the Union, prior to the completion of principal photography and the Performance Bond provided under Article A416 shall not be released by the Union until the delivery of the said executed Security Agreement. When it is contemplated that the Production or Program will be distributed outside of the jurisdiction in which it is produced, the Union may request, and the Producer will provide, additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of the Union, the Production or Program may be distributed.

C506 Re-Use Payments Forwarded to the Union

All re-use payments, other than those made at the time of production, shall be forwarded directly to the Union for distribution to Performers.

SECTION D

MINIMUM FEES AND CONDITIONS FOR BACKGROUND PERFORMERS

ARTICLE D1 - MINIMUM FEES FOR QUALIFIED BACKGROUND PERFORMERS

D101 Minimum Daily Fees (Per Qualified Background Performer)

(a) **Effective April 1, 2018:**

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Stand-in	8 hours	$ 211.02	$ 26.38	$ 39.57	$ 52.76
General Background Performer	8 hours	$ 200.49	$ 25.06	$ 37.59	$ 50.12
Special Ability Background Performer	8 hours	$ 269.07	$ 33.63	$ 50.45	$ 67.26
Photographic Double	8 hours	$ 200.49	$ 25.06	$ 37.59	$ 50.12

Effective March 31, 2019:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Stand-in	8 hours	$ 217.35	$ 27.17	$ 40.76	$ 54.34
General Background Performer	8 hours	$ 206.50	$ 25.81	$ 38.72	$ 51.62
Special Ability Background Performer	8 hours	$ 277.14	$ 34.64	$ 51.96	$ 69.28
Photographic Double	8 hours	$ 206.50	$ 25.81	$ 38.72	$ 51.62

Effective March 29, 2020:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Stand-in	8 hours	$ 223.87	$ 27.98	$ 41.97	$ 55.96
General Background Performer	8 hours	$ 212.70	$ 26.59	$ 39.89	$ 53.18
Special Ability Background Performer	8 hours	$ 285.45	$ 35.68	$ 53.52	$ 71.36
Photographic Double	8 hours	$ 212.70	$ 26.59	$ 39.89	$ 53.18

Where a Background Extra Member is one (1) of the first fifteen (15) Background Performers hired on a Production day (or one (1) of the first twenty-five (25) Background Performers hired on a Production day for a theatrical motion picture with a budget of twenty million dollars ($20,000,000) or more), such extra member shall be paid in accordance with D101(a) (Minimum Daily Fees (Per Qualified Background Performer)).

(b)

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
UBCP Background Extra Member*	Per Employment Standards Act		Per Employment Standards Act	Per Employment Standards Act	Per Employment Standards Act

*This rate applies when a UBCP Background Extra Member is hired, but is not one (1) of the first sixteen (16) Background Performers hired on a Production day (one (1) of the first twenty-six (26) Background Performers hired on a Production day for a theatrical motion picture with a budget of twenty million dollars ($20,000,000) or more). The inclusion of this rate in this Section D is subject to the provisions of Sideletter No. 7 to this Agreement and shall not be interpreted, nor shall it be construed, as voluntary recognition by the Producer of the Union as representative of background performers beyond those Qualified Background Performers in Section D5. It is further understood by all parties that no other provision of the BCMPA shall apply to such Background Extra Members engaged pursuant to D101(b).

D102 Application of Section A

Except where the provisions of Section A specifically provide otherwise, the general provisions of Section A shall apply to Background Performers.

D103 Weekly Rate

A weekly fee equal to four and one-half (4.5) times the applicable daily rate may be applied to Background Performers who are contracted as Stand-ins. The fee shall include forty (40) hours of time worked during a five (5) day period in any one (1) week. For work in excess of eight (8) hours in any one (1) day or for work on a sixth or seventh consecutive day, the overtime provisions of Article A12 (Overtime) shall apply. The hourly rate shall be based on the appropriate Daily Fee divided by the Minimum Call for that classification set forth in D101(a) (Minimum Daily Fees (Per Qualified Background Performer)) above except as provided in D105 (Multiple Programs). The overtime rate shall be based on the hourly rate or the Performer's contracted hourly rate, whichever is greater. Stand-ins who are engaged on a weekly rate shall remain on a weekly rate for the duration of their engagement on the Production. The weekly rate may be applied on a *pro rata* basis of one-fifth (0.2) of the Stand-in's weekly rate for each day worked during a partial workweek, provided that the Stand-in is engaged for at least seven (7) consecutive days.

D104 Agency Fees

Only such deduction or withholding as may from time to time be provided by law or this Agreement may be made from compensation paid by the Producer to the Background Performer. The Background Performer shall not be required to pay any agency fee directly or indirectly.

D105 Multiple Programs
Background Performers may work on more than one (1) episode in a day if given an eight (8) hour minimum call.

D106 Vacation Pay
All of the rates in this Section D (Minimum Fees and Conditions for Background Performers) include a four percent (4%) vacation payment required pursuant the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

ARTICLE D2 - DEFINITIONS (QUALIFIED BACKGROUND PERFORMER)

D201 Qualified Background Performer means a member of the Union or a person holding a work permit.

D202 Stand-in means a Performer engaged to replace physically another Performer during a set-up period.

D203 Photographic Double means a Performer doubling photographically for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable. This provision applies even though the Photographic Double may be recognizable in dailies.

D204 Special Ability Background Performer means a Background Performer engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in Articles A25 and A26. Examples of such special silent businesses are:

(a) water-skiing, diving, skin or scuba diving;
(b) driving a marine vessel or a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
(c) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, volleyball and horseback riding;
(d) discharging of firearms.

D205 General Background Performer means any Performer other than a Performer listed in Articles B101 (Minimum Daily Fees (Per Performer/Per Program)), B104, B105, B106, B107, B108, or B109, provided such Performer is:

(a) not required to give Individual Characterization as defined in A324 above;
(b) not required to speak or sing any word or line of dialogue, except as otherwise provided in Articles D206 and D209;
(c) not required to perform as in Article D202 (Stand-in), D203 (Photographic Double), or D204 (Special Ability Background Performer).

D206 Crowd noises and singing and/or recital of certain commonly known verses in crowd scenes and/or speaking words or phrases of up to ten (10) words in unison shall not be deemed dialogue and shall not be individually directed. No Background Performer shall be required to perform choreographed dances.

D207 Continuity Background Performer means a Background Performer who is engaged for two (2) or more days and is required for the purposes of establishing continuity in a single location or scene.

D208 No Engagement of Non-Members Employed by Producer

A Union Background Performer Voucher shall not be issued to any non-member who is currently on the payroll of the Producer or any of its hiring, casting, or payroll agencies, except upon written waiver by the Union. No fee, gift or other remuneration shall be demanded or accepted by any person having authority to hire, employ, or direct services of Background Performers.

D209 Omnies

Any Background Performer who speaks atmospheric words, commonly known in the industry as "omnies", is entitled to the General Background Performer wage for that particular call.

ARTICLE D3 - QUALIFICATION OF BACKGROUND PERFORMERS

D301 Preference of Engagement

(a) Subject to Article D501 (Minimum Number of Qualified Background Performers Required), prior to offering Background Performer engagements to non-members of the Union, the Producer shall:
   (i) Inform the Union of the requirements for Background Performers, at the same time as giving notice of such requirements to the casting director.
   (ii) Offer engagement to Members of the Union who are suitable for the engagement and who indicate that they are prepared to accept such engagement.
   (iii) Where Union Members are unavailable the Producer shall offer engagement to Apprentice members who indicate that they are prepared to accept such engagement.
   (iv) Producers shall offer employment to UBCP Background Members when Union Members and Apprentice Members are unavailable.

(b) The Producer shall direct the person(s) responsible for selecting or contracting Background Performers on each Production to adhere to the foregoing undertaking.

(c) The Producer may not avoid this responsibility by sub-contracting the function of the Background Performers Casting Coordinator to a person, firm, or corporation.

(d) The Union will supply to the Producer a copy of an up-to-date list of Union Members and Apprentice Members who are available for Background Performer work.

(e) Local Hires: On any location outside the limits of the Vancouver or Victoria Studio Zone, the Producer shall have the right to hire local Background

Performers, provided that any Union Members in the area who are identified as available for Background Performer work on the list provided by the Union are given first consideration for such work. Local hires are subject to the work permit requirements of Article D303 (Permit Fees).

D302 Filing of Background Performer Work Report

The Producer shall file on a daily basis with the Union office (or provide to the Union steward) a completed Daily List of Background Performers (as shown in Appendix "L").

D303 Permit Fees

Apprentice Members, UBCP Background Members, non-members, and members who are not in good standing with the Union, who are engaged as Qualified Background Performers shall be permitted to work upon payment by such person of a work permit fee to the Union of fifteen dollars ($15.00) per day.

D304 Stand-ins / Continuity Background Performers to be Members

Only Union Members shall be engaged in the categories of Stand-in or Continuity Background Performer except in the following circumstances:

(a) Minors;
(b) where Union members are unavailable;
(c) where unique characteristics are required;
(d) once the quotas under D501 (Minimum Number of Qualified Background Performers Required) have been satisfied, Continuity Background Performers may be retained on subsequent days;
(e) where Continuity Background Performers are engaged to work outside the limits of the Vancouver or Victoria Studio Zones pursuant to Article D301(e) (Preference of Engagement – Local Hires).

ARTICLE D4 - CONDITIONS OF ENGAGEMENT (QUALIFIED BACKGROUND PERFORMERS)

D401 Booking and Upgrades

Upon Booking, Background Performers shall be given specific notice of wardrobe requirements, date, time and place of production, category of Background Performer work and, if known:

(a) any prosthetics or special make-up that is required; and
(b) use of rain towers.

If a Background Performer is not provided with specific notice of work described in D401 (a) or (b) above upon Booking and there is a *bona fide* health and safety reason why the Background Performer is unable to perform duties that require work described in D401(a) or (b) above, the Background Performer shall have the right to refuse such work and receive four (4) hours of pay or compensation for actual time worked, whichever is greater. Failure to notify a Background Performer of work described in D401(a) or (b) above shall not, however, limit the Producer's right to require that Background Performer to do other Background Performer work, in lieu thereof, if such other Background Performer work exists.

Union members shall have the right of first refusal with respect to upgrades, additional work time, and additional work days, except for the purposes of continuity in a scene or specific characteristic requirements.

D402 Voucher Requirement

The Producer shall not require the Background Performer to commence work without a completed Union Background Performer Voucher (Appendix "M") or a completed Non-Qualified Background Performer Voucher (Appendix “M-1”) designating the category of work.

D403 Wardrobe/Make-up/Hair Call

When a Background Performer is required to report on other than a regular production day for choosing or fitting wardrobe or for a make-up/hair test, there shall be a minimum call of two (2) hours for such work at the Background Performer's contracted hourly rate. Any work time in excess of two (2) hours shall be paid at Background Performer's contracted hourly rate.

D404 Minimum Call

The minimum call for all Background Performers is eight (8) hours. There may be one (1) unpaid meal break during an eight (8) hour call, such break to occur not earlier than one (1) hour following the commencement of work. Work in excess of eight (8) hours shall be payable at the appropriate overtime rate.

D405 Working in a Higher Category

If a Background Performer is upgraded to a higher-rated Background Performer category in the course of a work day, then the higher rates shall prevail for that entire work day. If the Background Performer is called back for the next day and the Producer intends that s/he shall revert back to the original rate of engagement, the Background Performer shall be notified of such intention at the time of the callback.

D406 Working in a Higher Category Noted

Any adjustment to a higher category and rate shall be noted on the Background Performer Voucher (Appendix "M") and the Non-Qualified Background Performer Voucher (Appendix “M-1”), at the time, and initialed by the Producer or designated representative.

D407 Wardrobe

When a Background Performer is required to provide more than one (1) change of clothing in the same session, the Background Performer shall receive additional compensation at the rate of fifteen dollars ($15.00) per outfit change.

D408 Specialized Wardrobe

When a Performer is required to report in specialized wardrobe (*i.e.*, tuxedo, tailcoat, formal gown, or clown uniforms) the Background Performer shall receive additional compensation at the rate of twenty-five dollars ($25.00) per change per production week or part thereof.

Note: For purposes of clarification, a "week" as used in this Article D408 is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

D409 Compensation for Supplying Specialized Items

When a Background Performer is required to provide:

(a) an automobile or other form of vehicular transportation;

(b) a dog or other animal; or

(c) specialized equipment (*e.g.*, scuba diving equipment)

for the use on-camera by the Production, the Background Performer shall receive additional compensation of not less than thirty-five dollars ($35.00) per day.

D410 Inclement Weather

No Background Performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Background Performers will be allowed a rest period of not less than ten (10) minutes per hour, when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

D411 Doubling in Background Performer Categories

Whenever a Background Performer is requested to work in more than one (1) category, but no upgrade as per Article D405 (Working in a Higher Category) is involved, the Background Performer shall receive an additional fifty percent (50%) of the daily fee of the higher category, for each additional category, from the time of the first call until the Background Performer's wrap time.

ARTICLE D5 - NON-QUALIFIED BACKGROUND PERFORMERS

D501 Minimum Number of Qualified Background Performers Required

(a) Except as provided in (b), below, whenever the Producer engages sixteen (16) or more Members as Background Performers (not counting Special Ability Background Performers or Stand-ins) in a particular Production on a particular day the Producer may engage any additional number of persons to perform crowd work.

(b) On any theatrical motion picture with a budget of more than twenty million dollars ($20,000,000.00), whenever the Producer engages twenty-six (26) or more Members as Background Performers (not counting Special Ability Background Performers or Photo Doubles) on a particular day the Producer may engage any additional number of persons to perform crowd work.

(c) Non-Qualified Background Performers must complete the Union Non-Qualified Background Performer Voucher (Appendix “M-1”) prior to commencing work. The Producer will provide a copy to the Performer at the end of the Performer’s work day.

SECTION E

MINIMUM FEES AND CONDITIONS OF WORK FOR PERFORMERS IN DUBBING

ARTICLE E1 - DUBBING

E101 The following conditions and minimum rates shall apply for the Dubbing (as defined in Article A318) of Programs.

ARTICLE E2 - HOURS OF WORK

E201 The Work Day:

(a) Should the Producer call a Performer for more than one (1) separate reporting time during any one (1) day, each new reporting time will constitute a new first hour of work.

(b) No work session shall be more than five (5) hours without a meal break.

(c) Such meal break shall not be less than one (1) hour or more than two (2) hours in any one (1) day. Such meal break shall not be paid.

(d) Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the new reporting time after the meal break will constitute a new first hour of work.

(e) Notwithstanding the foregoing, if the Producer grants an extended meal period beyond the two (2) hours at the request of the Performer, or if the Producer allows more than one (1) separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

ARTICLE E3 - FEES

E301 (a) Fees paid to Performers shall be calculated on a daily basis in accordance with the duration of the work session (per (b) below);

OR

the Performer shall be paid in accordance with the number of lines of script the Performer is called upon to voice (per (c) below). Each line of script shall not be more than ten (10) words or fifty (50) strokes; whichever method of payment is the greater for each session.

(b) Payment Per Hour of Work (or part thereof) -- As Per Table:

Hours	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
1	$ 169.76	$ 174.85	$ 180.10
2	$ 246.72	$ 254.12	$ 261.74
3	$ 325.29	$ 335.05	$ 345.10
3.5	$ 364.60	$ 375.54	$ 386.81
4	$ 403.90	$ 416.02	$ 428.50
4.5	$ 441.61	$ 454.86	$ 468.51
5	$ 480.93	$ 495.36	$ 510.22
5.5	$ 520.21	$ 535.82	$ 551.89
6	$ 559.48	$ 576.26	$ 593.55
6.5	$ 598.79	$ 616.75	$ 635.25
7	$ 638.09	$ 657.23	$ 676.95
7.5	$ 677.34	$ 697.66	$ 718.59
8	$ 716.64	$ 738.14	$ 760.28

For each additional hour, calculated in one-quarter (0.25) hour units of work:

Hour	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
Per Hour	$ 117.37	$ 120.89	$ 124.52

(c)

	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
Per Line Fee	$ 4.75	$ 4.89	$ 5.04

E302 Vacation Pay

All of the rates in this Section E (Dubbing) include a four percent (4%) vacation payment required pursuant the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

ARTICLE E4 - CAST LIST AND WORK TIME RECORD

E401 The Producer shall forward to the Union office a detailed list of the cast in each Production, copies of the script(s), the hour of Call for each Performer and a record of the length of time worked by each Performer and a designated representative of the Producer (see Appendix "D" Performer’s Time Report).

ARTICLE E5 - USE

E501 The payment of the above rates shall entitle the Producer to unlimited use of the dubbed Programs without additional payment of fees.

ARTICLE E6 - DOUBLING

E601 Except in the case of an animated film or Program, during one (1) session, a Performer who is required to dub more than two (2) roles in the same film (or in the same Episode of a Series), or more than four (4) roles in different Episodes of a Series (or in different films) shall receive additional payment of not less than:

	Effective April 1, 2018	Effective March 31, 2019	Effective March 29, 2020
First Double	$ 61.59	$ 63.44	$ 65.34
Second and Each Subsequent Double	$ 40.37	$ 41.58	$ 42.83

ARTICLE E7 - ANIMATED PROGRAMS OR FILMS

E701 Dubbing of an animated Program or film is governed by this Section.

E702 During one (1) session, a Performer who is required to dub more than five (5) Roles in the same animated film (or in the same Episode of an animated series) shall receive additional payment for doubling. Such additional payment shall be in accordance with the fees for doubling provided in E601 (Doubling) above.

ARTICLE E8 - PARTICIPATION IN CROWD NOISES

E801 Participation in crowd noises shall not be considered as doubling, and is permissible without additional compensation.

SIGNING PAGE

IN WITNESS WHEREOF, this Agreement has been negotiated to cover Performers working in independent production between the Negotiating Producers represented by the Canadian Media Producers Association – BC Producers Branch (hereinafter "CMPA-BC") and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers, on the one hand, and the Union of British Columbia Performers, on the other hand.

Signed for the Negotiating Producers Represented by the Canadian Affiliates of the Alliance of Motion Picture and Television Producers:

(Signature)

PRESIDENT
(Title)

Signed for the Negotiating Producers Represented by the Canadian Media Producers Association – BC Producers Branch:

(Signature)

VP, BC Industrial Relations, CMPA-BC
(Title)

Signed by the Union:

(Signature)

President
(Title)

(Signature)

Treasurer
(Title)

For the purposes of this Agreement, the Union office is:
300-380 West 2nd Ave
Vancouver, B.C.
V5Y 1C8
Phone: (604) 689-0727
Fax: (604) 689-1145

APPENDIX "A"

List of Individuals, Persons, Partnerships, Firms, or Corporations Bound By This Agreement

137 Production Services Inc.
3253 Production Services Inc.
Alameda Entertainment, B.C., Inc.
Ambleside Production Services Inc.
Beckmark Production Services Inc.
Brightlight Pictures Inc.
Bron Studios Inc.
Crescent Entertainment Ltd.
Dogwood Pictures Inc.
GEP Productions Inc.
Ginkym Production Services Inc.
Haddock Entertainment Inc.
Hannah-Rachel Production Services Inc.
MGM Production Services (B.C.) Ltd.
MGM Production Services (Canada) Ltd.
New City Pictures Inc.
No Equal Entertainment Inc.
Once and Future Films Inc.
Paramount Pictures Corporation (Canada), Inc.
Riverside Television, B.C.
Screen Gems (Canada) Ltd.
Shavick Entertainment Inc.
Silverstrand Production Services Inc.
SKG Studios Canada Inc.
Stage 49 Ltd.
Supernatural 5 Films Inc.
Twentieth Century Fox Canada Limited
Universal Studios Canada, Inc.
Warner Bros. Pictures (B.C.) Inc.
Warner Bros. Television (B.C.) Inc.
Water Tower Production Services Inc.

APPENDIX "B"

RECOGNITION OF AGREEMENT

I, _____ [print name of individual], on behalf of the Producer, hereby acknowledge receipt of the British Columbia Master Production Agreement ("BCMPA"), effective from April 1, 2018, to March 31, 2021, covering Performers in independent production, between the Negotiating Producers represented by the Canadian Media Producers Association – BC Producers Branch ("CMPA-BC") and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers ("AMPTP"), on the one hand, and the Union of British Columbia Performers ("UBCP"), on the other hand, and state that I am authorized to execute this Agreement on behalf of _____ ("the Producer").

The Producer hereby acknowledges that by executing this Recognition Agreement, it is signatory to said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein.

The Producer recognizes that UBCP is the exclusive bargaining agent of Performers as defined in the BCMPA.

Check one of the following:

For Canadian Media Producers Association ("CMPA") Members:

☐ The Producer hereby certifies that it is a Member in Good Standing of the CMPA: Membership No. _____

For Canadian Affiliates of the AMPTP:

☐ The Producer hereby certifies that it is a Canadian Affiliate of the AMPTP as listed in Side Letter #2 of the BCMPA dated April 1, 2018.

OR

For Non-member Producers:

☐ The Producer hereby certifies that it is neither a Member, nor a Member in Good Standing, of the CMPA or the Canadian Affiliates of the AMPTP.

Dated this _____ day of _____

Producer (please print):

_____	_____
(name)	(signature)
_____	_____
(address)	(fax number)
_____	_____
(title of Production)	(phone number)

Signed on Behalf of the Union by:

_____	_____
(name)	(signature)

PRODUCTION INFORMATION SHEET

UBCP/ACTRA	Production Title:
	Type of Production: Length of Program: # of Episodes:
	Start Date: Wrap Date:
	Executive Producer(s):
Producers(s):	Director:
Production Manager:	Production Coordinator:
Casting Director(s):	Background Performer Casting Director:
Appendix "A" Signatory: Yes No	If yes, please specify which company:
Production Entity:	
Production Entity Address:	
Telephone #: Fax #:	Email address designated by Producer:
Production Accountant:	CMPA Membership #:
Contact Person After Wrap:	Payroll Company:
Address After Wrap:	
Telephone #: Fax #:	Email:
Distributor:	Telephone #:
Address:	Fax #:
Use Fee: %	Declared Use:
First Release Date:	Media Type:
Number of Non-Canadian Performers:	Names:
Non-Canadians Engaged Under: UBCP Contract □ SAG-AFTRA Contract □	Other: □ Please specify:
Number of Canadian "Principal" Roles:	Number of Canadian "Actor" Roles:
Number of Scheduled Stunt Days:	Name of Stunt Coordinator:
Nude Scenes: Yes □ No □	If yes, names of any Performers performing nude:
Minors: Yes □ No □	If yes, name and telephone # of tutor if applicable:
Locations Outside Studio Zone: Yes □ No □	If yes, please specify:

PLEASE FORWARD TO THE UNION OFFICE: SCRIPT CAST LIST CREW LIST DAY-OUT-OF-DAYS AUDITION LISTS SHOOTING SCHEDULE EXTRAS LISTS

PLEASE FORWARD A COPY OF THIS DOCUMENT TO THE UNION AND THE CMPA-BC (vancouver@cmpa.ca)

PERFORMER'S TIME REPORT

UBCP/ACTRA
300-380 West 2nd Ave
Vancouver, BC V5Y 1C8
Phone: (604) 689-0727
Fax: (604) 689-1145
www.ubcp.com

Production Title: _____

Episode: _____

UNION #: _____

NO. _____ WEEK END: _____

G.S.T. #: _____

INCORP. #: _____

S.I.N.: _____

NAME: _____

ADDRESS: _____

_____

CTGY: _____

CHARACTER: _____

TEL. #: _____

Day	Date	Epis.	Travel Leave	M & W In	M & W Out	Call	On Set	1st Meal In	1st Meal Out	2nd Meal In	2nd Meal Out	Off Set	Travel Arrive	S.T.	1.5	2	NDB	Crew Call	Meal Penalty	Total Hours	Actor's Signature
SUN																					
MON																					
TUE																					
WED																					
THUR																					
FRI																					
SAT																					

APPENDIX "D"

APPENDIX "D"

TIME: RATE: EXTENSION:

S.T. _____ X _____ = _____

1.5 _____ X _____ = _____

2.0 _____ X _____ = _____

Daily: _____ X _____ = _____

Wkly: _____ X _____ = _____

Adj.: _____ X _____ = _____

Pen.: _____ X _____ = _____

APPROVALS: Asst. Dir. _____ P.M. _____

Payment Received in Full:

$ _____ Signature: _____

Cheque No. _____

This voucher constitutes an invoice for payment of the GST/HST

Total Hours Worked

Reg. & O.T.: _____

Penalties: _____

Stunt Adj.: _____

Misc.: _____

Misc.: _____

Sub-Total: _____

__% Buy Out: _____

Gross: _____

Union Mbrs. 3%: (_____)

Union W.P.: (_____)

or 2.25% Dues

Net Fee Payable: _____

GST/HST Payable: _____

ACCT. CODE _____ _____ _____ _____

FRINGE CODE _____ _____ _____ _____

COMMUNICATIONS

WHITE – Performer's On Set Copy **PINK – Union's Copy**

CANARY – Producer's Copy **GOLDENROD – Performer's Chq. Copy**

APPENDIX "E"

UBCP/ACTRA

PERFORMER CONTRACT FOR INDEPENDENT PRODUCTION

Production Company:

With offices at (address): Telephone:

Production Represented by (name): Title:

Contracts with (Performer's Company Name, if applicable): *To provide the service of:*

Performer's Name: Citizenship: Telephone:

UBCP/ACTRA Member: □ No □ Yes Member #: SIN: CAVCO: GST/HST:

Address:

Postal Code: Date of birth: If Child, Legal Guardian:

Performer's Agent/Representative: Email:

Address: Telephone:

In the Production Entitled:

NATURE OF PRODUCTION

Indicate Declared Use – check one only (see clause C101)

□ Theatrical □ Free Television □ Pay Television □ Cable Television □ Compact Device □ New Media: Tier □ A □ B □ C □ D
□ Other: □ High Budget SVOD

Length of Production: Minutes Series, Total # of Episodes:

# of Episodes Guaranteed to Performer: Episode #'s:

NATURE OF EMPLOYMENT

Role: Performance Category(s):

Guaranteed Date(s) of Employment (specify day, month year):

□ ADR/Off-Camera Session

Fees: Daily $ Hourly Rate $ Overtime: 1.5 Rate $ 2.0 Rate $ Weekly $

BC Indie Qualified Discount: %

Series Adjustment: % Based on: Living Expenses $ Per Diem $

Locations:

Transportation: Travel Time $ per hour Mileage Allowance per km

Other Transportation Expenses:

Credit/Billing:

Other Contractual Obligations:

There IS □ IS NOT □ a Rider Attached

ADDITIONAL RELEASE RIGHTS

In addition to the rights included under "Declared Use" (as per clause C101) indicated above, the Producer hereby purchases, by a further pre-payment of the Performer's total Net Fees, the following additional release rights:

□ Pre-payment Options or □ Deferred Prepayment for Presentation Programs only as per Article B205 (please check one (1) box below):

□ 135% for Theatrical films, all uses for four (4) consecutive years

□ 110% for Free Television Long Form Programs, all uses except Theatrical for four (4) consecutive years

□ 110% for Cable Television Long Form Programs, all uses except Theatrical for five (5) consecutive years

□ 110% for Free Television Series or Cable Television Series, all uses except Theatrical for five (5) consecutive years

□ 110% for New Media Programs, all uses except Theatrical for five (5) consecutive years

□ 110% for all Other Media Enumerated in C101, all uses except Theatrical for four (4) consecutive years

□ 130% for Theatrical films, all uses except New Media for four (4) consecutive years

□ 105% for Free Television Long Form Programs, all uses except Theatrical and New Media for four (4) consecutive years

□ 105% for Cable Television Long Form Programs, all uses except Theatrical and New Media for five (5) consecutive years

□ 105% for Free Television Series or Cable Television Series, all uses except Theatrical and New Media for five (5) consecutive years

□ 105% for New Media Programs, use in New Media only for five (5) consecutive years

□ 105% for all Other Media Enumerated in C101, all uses except Theatrical and New Media for four (4) consecutive years

OR ----------

Advance Option

□ 100% Non-Refundable Advance of Net Fees against 3.6% of Distributors' Gross Revenue
□ 75% Non-Refundable Advance of Net Fees against 4.6% of Distributors' Gross Revenue
□ 50% Non-Refundable Advance of Net Fees against 5.6% of Distributors' Gross Revenue
□ 25% Non-Refundable Advance of Net Fees against 6.6% of Distributors' Gross Revenue
□ BC Indie Advance ____% Non-refundable Advance of Net Fees against ____% of Distributors' Gross Revenue

OR ----------

□ Individual Use (per Article C2)

OR ----------

□ Made for New Media Tiers B, C and D Only – 3.6% (Tier B) or 8% DGR (Tiers C and D) for New Media Use

Parties to this Contract warrant that they have familiarized themselves with the provisions of the Collective Agreement and are bound by its terms. The Performer authorizes the Producer to make such deductions from his/her fees as are stated in the Collective Agreement, this Performer Contract or the Constitution and By-laws of the Union and direct such deductions to the Union of BC Performers. This Performer Contract is null and void if no Collective Agreement is in place between the UBCP and the Producer.

NON-MEMBERS, UBCP BACKGROUND MEMBERS, APPRENTICE MEMBERS AND MEMBERS THAT ARE NOT IN GOOD STANDING: By executing this contract I authorize the appropriate work permit fees (see below) to be deducted on a weekly basis for the corresponding category for which I have been engaged.

Canadian Performer: Two hundred and sixty dollars ($260.00) Principal Performer / Two hundred and ten dollars ($210.00) for Actor

Per the Constitution and By-laws of the Union, an additional 50% of the work permit fee shall be deducted if the Performer has more than three (3) permits to their credit or an additional 100% of the work permit fee if the Performer has more than six (6) permits to their credit.

Non-Canadian Performer: Two hundred and twenty-five dollars ($225.00) for the first week of recorded performance and one hundred seventy-five dollars ($175.00) for each subsequent week of recorded performance for which the non-Canadian performer is engaged.

_____ _____

Signature of Performer Signature of Producer

_____ _____

Please Print Name Please Print Name

Date: _____ Date: _____

□ Performer's Copy □ Producer Copy □ Union's Copy

APPENDIX "F-1"

UNION OF B.C. PERFORMERS
300-380 West 2nd Ave
Vancouver, B.C. V5Y 1C8
TEL #: (604) 689-0727
FAX #: (604) 689-1145
www.ubcp.com

UBCP MINOR'S EMPLOYMENT

A2701(b) Written Consent by Parent or Guardian – For employment as an Performer in the Recorded Media Industry

Date of Consent: _____

Date(s) and Hours of Work:	
Minor's Information	
Full Name:	Date of Birth:
Performance Category:	Role (if applicable):
Address:	
City:	Postal Code:
Phone:	Alternate Phone:
Talent Agent:	Agent Phone:
Production Information	
Name:	
Location and Hours:	
Contact Name and Phone:	
Parent/Guardian Declaration	
☐ I am the parent of this Minor. ☐ I am the legal guardian of this Minor.	
☐ I have read and am familiar with the terms and conditions of the collective agreement. ☐ I agree to supervise the Minor or have a chaperone, nineteen years (19) of age or older, supervise the Minor at all times while the Minor is on set. ☐ I understand that I am responsible for the Minor's well-being and safety at all times the Minor is working. ☐ I understand it is my responsibility to ensure that the Minor maintains the requirements of his/her educational program. ☐ I noted the specifics of location, hours of work and type of work.	
This is my written consent for my child to be employed as a Performer on the above referenced production.	
Name:	Signature:
Address (if different than Minor):	
City:	Postal Code:
Phone:	Alternate Phone:

This written consent must be obtained by the production and retained as employment records.

Parent/Guardian should retain a copy for own records.

APPENDIX "F-2"

UNION OF B.C. PERFORMERS
300-380 West 2nd Ave
Vancouver, B.C. V5Y 1C8
TEL #: (604) 689-0727
FAX #: (604) 689-1145
www.ubcp.com

MINORS – A2708 Request for Variance Form

To be emailed/faxed to the Union Representative – URGENT – 24 hours prior or one (1) business day preceding a weekend

Prior to applying for any variance requests pursuant to A2708 the Producer must ensure the following:

- All reasonable alternatives have been explored
- The parent/guardian agrees that the variance is necessary or is the only reasonable alternative
- The health and welfare of the Minor will not be thereby impaired and will be protected

Production:	Type:
Name of Minor:	DOB:
Role:	
SAG-AFTRA Memorandum of Agreement Production? Y/N If Yes, name of SAG-AFTRA Contact (if applicable and known): Not applicable if a direct SAG-AFTRA signatory	
Type of Variance (please check one) ☐ A2703(b) Parent/Guardian ratio ☐ A2705(c) Extension of Work Window ☐ A2706(f) Banking Tutoring Time ☐ A2703(l) Days Worked per Workweek ☐ A2706(d) Adequate Time Per Day	
Details of the Variance request:	
Reason for the request:	
Please detail the Minor's schedule, preceding and after the requested day(s), including tutoring:	
Name of Parent/Guardian:	Phone:
Email:	
Parent Guardian/Authorization I, _____, the parent/guardian of _____, understand the request being made by production, as outlined above, is necessary or the only reasonable alternative and hereby grant my permission. I understand that I may discuss this matter with the Union Representative and/or my Child's Agent prior to signing.	
Signature	Date
Name of Production Contact:	
Phone:	Phone

Supporting Documentation **must** be attached - please provide the current One Liner schedule and any other supporting documentation.

AUDITION SIGN-IN SHEET

Page ____ of ____

UBCP/ACTRA

Production Name: _____ **Audition Date:** _____**Episode #** ____ **of** ___

Casting Director: _____ **Casting Assistant:** _____

Call Time = Time audition is scheduled to start / Arrival Time = Time performer arrived at audition / Time at end of audition = time performer is released

PERFORMER'S NAME ☆PLEASE PRINT CLEARLY☆	UBCP MEMBER #	R O L E	CALL TIME	ARRIVAL TIME	TIME AT END OF AUDITION	PERFORMER SIGNATURE (Sign only upon completion of Audition)	PLEASE CHECK ONE ☑ :			
							Canadian Citizen or Landed Immigrant	U.S. Citizen living in Canada w/ Visitor Status	U.S. Citizen living in the U.S.	Other:

APPENDIX "G"

APPENDIX "G"

300-380 WEST 2ND AVE, VANCOUVER, BC, V5Y 1C8 • PHONE: (604) 689-0727 • FAX: (604) 689-1145

APPENDIX "H"

(Please execute on Purchaser's Letterhead)
PURCHASER'S ASSUMPTION AGREEMENT

Whereas_____, ("Purchaser") has acquired from _____ ("Producer") certain rights in the production entitled _____ ("Production");

And whereas the Production was produced pursuant to the 2018-2021 BC Master Production Agreement in effect from April 1, 2018 to March 31, 2021 ("Master Agreement").

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the Master Agreement with respect to the Performers in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the Master Agreement to be paid by the Producer to or for the Performers in respect of the Production.

2. As the Producer has executed a Security Agreement and financing statement in favour of the Union of B.C. Performers, the Purchaser acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to the Union of B.C. Performer's Security Interest. The Union of B.C. Performers agrees that so long as all the continuing obligations contained in the Master Agreement with respect to the Performers in the Production, are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Purchaser's rights to distribute or license the Production and receive revenue therefrom.

3. The Purchaser will be relieved of its obligations to the Union upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Purchaser and the Union of B.C. Performers.

4. The Union of B.C. Performers hereby relieves the Producer of its obligations under the Master Agreement with respect to the Production.

Dated this _____ day of _____, _____.

Purchaser's Full Name: _____

Address: _____

Phone: _____ Fax: _____

Per: _____ / _____
(Authorized Signatory of Purchaser) (print name)

Union of B.C. Performers Per: _____ / _____
(Authorized Signatory) (print name)

Per: _____ / _____
(Authorized Signatory) (print name)

Producer Per: _____/ _____
(Authorized Signatory) (print name)

APPENDIX "I"

DISTRIBUTOR'S ASSUMPTION AGREEMENT

Whereas _____ (the "Distributor") has acquired from _____ (the "Producer") certain rights in the production entitled _____ (the "Production");

And whereas the Production was produced pursuant to the 2018-2021 B.C. Master Production Agreement and Recognition of (Appendix "B") Agreement dated _____, _____ (the Agreement);

The parties hereto agree as follows:

1. In consideration of the Union agreeing to the conveyance of the rights described herein in the Production to the Distributor, the Distributor agrees that it, its successors, assigns and related companies that are not dealing at arm's length (collectively the *Distributor*) are bound by all continuing obligations contained in the Agreement to remit Use Fees to the Performers in the Production payable under Section C of the Agreement. The Distributor acknowledges receipt of the Agreement and warrants that all Use Payments that shall become due and payable pursuant to Section C shall be paid under the terms and conditions contained in Section C.

2. The Distributor is distributing or licensing the Production:

   a. in perpetuity (i.e. for the period of copyright and any renewals thereof), or

   b. for a limited term of _____ years.

   c. Territories: (please provide list)

      1. _____
      2. _____
      3. _____
      4. _____
      5. _____

   d. Media: (please refer to Article C1 and provide list)

      1. _____
      2. _____
      3. _____
      4. _____
      5. _____

3. The Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is purchasing, shall be subject to and conditioned upon the prompt payment of Use Payments to the Union, in respect of the Performers in the Production. It is agreed that the Union shall be entitled to pursue all remedies available at law, in the event that such Payments are not made when due in addition to the remedies provided for in Section C.

APPENDIX "I"

4. The Distributor acknowledges that in accordance with Section C, the aggregate Use Payments are due on a bi-annual basis for the first two (2) years after the completion of the Production, and annually thereafter, which payments are to be sent along with the reports showing gross Revenue during the preceding time period. The Distributor shall also make available for inspection by the Union, all statements delivered to the Producer or to Government funding agencies or financiers regarding Gross Revenue. Any payments that are received following the due date shall be subject to a claim for interest at the rate of Prime plus three percent (3%), calculated monthly.

5. The Distributor acknowledges its obligation under Section C that while it is holding the aggregate Gross participation payments, prior to their disbursement, such monies are deemed to be held in trust for the Performers until disbursement to the Union. In the enforcement of this Article, the Union, subject to its rights as a creditor, shall agree to not hold any employee of a Producer (or Distributor) liable in negligence, provided the said employee acts in a *bona fide* fashion.

6. As the Producer has executed a Security Agreement and financing statement in favour of the Union, the Distributor acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to the Union's Security Interest. The Union agrees that so long as the Use Payments are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Distributor's rights to distribute or license the Production and receive all revenue therefrom.

7. The Distributor will only be relieved of its obligations to the Union upon any sale or other disposition of the Production or any rights in the Production if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and the Union.

8. The Union hereby relieves the Producer of its obligations under the Agreement with respect to the Production.

9. The parties hereto acknowledge that any dispute arising from the interpretation, administration or enforcement of this Agreement and the relevant Articles of Section C of the Agreement shall be submitted to final and binding arbitration under Article 10.

Dated this _____ day of _____, _____

Distributor Per: _____/_____
(print name)

Address _____ Phone _____

_____ Fax _____

_____

Union of B.C. Performers Per: _____/_____
(print name)

Per: _____/_____
(print name)

Producer Per: _____/_____
(print name)

APPENDIX "J"

SECURITY AGREEMENT

This Security Agreement, made pursuant to Article A416 and C505 of the 2018-2021 British Columbia Master Production Agreement (the "Master Agreement"), dated the _____ day of _____, _____.
(month) (year)

Between: _____(the Debtor)

and **The Union of B.C. Performers (UBCP)**

Re: _____ (the "Production")

WHEREAS the Debtor is authorized and entitled to provide this Security Agreement in respect of the Production;

1. This Security Agreement is entered into between the Debtor and UBCP to secure the performance by the Debtor of all its obligations under Section C of the Master Agreement. The said obligations include, but shall not be limited to, the obligation to pay performers in the Production any compensation due and payable under the terms of Section C of the Master Agreement, (*i.e.*, Residual Payments, Use Fees or other payments provided for in Section C of the Master Agreement).

2. The parties acknowledge and agree to be bound by the terms, conditions and definitions contained in the **Standard Security Terms**, as attached.

3. UBCP specifically acknowledges and agrees that this security interest shall be subject and subordinate to, the security interests of the Parties listed below. If the security interest of any listed party is not registered at the time of the registration of this security interest, UBCP will agree to provide, at no cost to the Debtor, any subordination agreements required.

a) _____ d) _____

b) _____ e) _____

c) _____ f) _____

The failure of the Debtor to list all those parties with a prior security interest shall not be a violation of this Security Agreement, provided such security interest is registered.

4. **Subordination of UBCP Security Agreement.** Pursuant to paragraph 7 of the Standard Security Terms, UBCP agrees that its security interest will rank subordinate to the security interests of the parties listed in paragraph 3 of this Security Agreement. The intent of this provision is that generally, the security interests of the following parties will enjoy priority over UBCP's security interest: chartered banks, trust companies or other recognized lending institutions, government-funded financiers, and subject to the prior written approval of UBCP, other lenders or financiers who specifically require priority and who are providing project financing in respect of the Production.

APPENDIX "J"

5. The Debtor represents and warrants as follows:

a) Debtor's Legal Name, principal place of business and mailing address:

_____

b) The address at which the Debtor keeps its records concerning accounts and contracts with respect to which a security interest is herein granted (if different than above) is:

_____

c) The negatives in connection with the Production will be processed by:

_____

d) The positive copies of the Production for distribution will be made by:

_____

e) The Debtor is duly organized and exists under the laws of the Province/State/Country of _____, and is not restricted by its charter documents or otherwise from entering into this Security Agreement.

f) The copyright in Production has been or upon its completion will be duly registered in the following countries: _____
free and clear of adverse claims and liens other than those created hereby or as disclosed in paragraph 3 hereof;

g) If the Debtor is not the producer, that the producer is: _____
and its place of business is: _____;
and _____.

h) That it is in receipt of a copy of the Master Agreement, this Security Agreement and the Standard Security Terms.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement at _____ this _____day of _____, _____.
(month) (year)

(Debtor)

Per: _____ Per: _____
(signature) (signature)

_____ _____
(please print names) (Corporate Seal)

ACKNOWLEDGEMENT BY THE UNION OF B.C. PERFORMERS

Per: _____ _____
(signature) (please print name and title)

Date: _____day, of _____, _____.
(month) (year**)**

APPENDIX "J"

STANDARD SECURITY TERMS

1.0 PARTIES AND NATURE OF THE RELATIONSHIP

1.1 This Security Agreement is entered into between the Debtor and UBCP to secure the performance by the Debtor of its Secured Obligations, (defined herein at paragraph 3), and to make the Collateral (defined herein at paragraph 4) security for such Secured Obligations, to the fullest extent allowed by applicable law.

1.2 The secured party (the "Secured Party") is UBCP, the exclusive bargaining agent for all of the Performers who worked on the Production and is an organization whose function includes the collection and distribution of Use Fees and Residuals.

1.3 The Debtor acknowledges that the Secured Party is thus entitled to represent the Performers in respect of any and all current and continuing claims for payment of Use Fees, Residuals, and other amounts payable under Section C of the Master Agreement.

1.4 Name and address of the Secured Party:

Union of B.C. Performers
300-380 West 2nd Ave Vancouver, B.C.
V5Y 1C8
Phone: (604) 689-0727
Fax: (604) 689-1145

1.5 The Debtor warrants and represents that under the terms of this Agreement, it is primarily liable for all obligations to report and remit Residual Payments, Use Fees and other payments, arising from the terms and conditions contained in Section C of the Master Agreement, as if it were a signatory to the Master Agreement, and the terms of the Master Agreement are hereby incorporated herein by reference.

2.0 CREATION OF SECURITY INTEREST

2.1 The Debtor hereby grants to UBCP, in addition to any other rights or benefits previously granted by contract, collective agreement or otherwise, for value received and to secure the performance of the Obligations under this Security Agreement and as a general and continuing collateral security for the payment of the full sum of Performers' Fees, including, but not limited to, Use and Residual Fees and for the due performance, observance and fulfillment of the Obligations of the Debtor, a security interest by way of a charge, ranking subordinate to those secured parties set out in section 7.1 hereof, but otherwise in first position in respect of the Collateral as defined herein, and whether now owned or hereafter acquired directly or indirectly by the Debtor and whether now existing or hereafter arising, pursuant to the Personal Property Security Act, R.S.B.C. 1996. c.359, as amended (the "PPSA").

2.2 All phrases which are defined in the Master Agreement and not otherwise defined in this Security Agreement shall have the meaning ascribed by the Master Agreement, and all phrases not otherwise defined in this Security Agreement or in the Master Agreement shall have the meaning ascribed by the PPSA.

APPENDIX "J"

3.0 THE OBLIGATIONS

3.1 For certainty, the Obligations shall include, but shall not be limited to:

3.1.1 The obligation to pay to Performers any and all Fees due for their services performed or to be performed in the Production and any and all compensation due by reason of the Distribution of all or part of the Production, in accordance with and as defined by the terms of the Master Agreement.; and

3.1.2 The obligation to pay Insurance and Retirement Savings contributions for the benefit of Performers, in accordance with the Master Agreement, subject to any of the above obligations being assumed in writing by another entity by means of a Purchaser's Assumption Agreement or a Distributor's Assumption Agreement, with approval of UBCP (such approval not to be unreasonably withheld) whereupon they shall be excluded from the Obligations secured hereunder; and

3.1.3 The full, timely and faithful performance by the Debtor of all terms, provisions, covenants, conditions, agreements and obligations contained in or contemplated by this Security Agreement and the Master Agreement.

4.0 COLLATERAL

4.1 "Collateral" means all right, title and interest of the Debtor in and to the Production, each of the component elements thereof and all rights appurtenant thereto, together with any and all proceeds and avails thereof, but does not include any right or interest with respect to sequels, prequels, remakes, spin-offs or episodic series based on or derived from the Production or any of its underlying works, nor any right to monies derived through the exploitation of ancillary, allied, underlying and like rights such as merchandising, novelization, music publishing, soundtrack and sequel rights. Any reference to Collateral shall, unless the context requires otherwise, be deemed a reference to "Collateral or any part thereof." For certainty, the Collateral includes:

4.1.1 All debts, accounts receivable, demands, and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor and all claims of whatsoever nature or kind which the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;

4.1.2 All contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages, and all other rights and benefits which now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action and claims;

4.1.3 All books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the said debts, demands, choses in action and claims;

4.1.4 All negatives, video tapes, lavenders, dupes, sound tracks and positive prints connected with the Production whether in completed form or in some stage of completion, or any other media upon which the Production is recorded, and all rights in the said media, and other assets related to the Production of any nature, and any proceeds therefrom, now owned or which may from time to time be owned and acquired by the Debtor;

4.1.5 The single production right to the original idea and story upon which the Production is based, all scripts, screenplays and other written materials used or to be used in connection with the Production;

4.1.6 The synchronization rights in and to the lyrics, music and musical compositions as may be owned or acquired by the Debtor for use in the Production to the extent of such single use only;

4.1.7 All copyrights and licenses obtained or to be obtained by the Debtor for use in connection with the Production to the extent of such single use only;

4.1.8 All sums obtained or to be obtained by the Debtor from distribution, exhibition and exploitation of the Production, including, without limitation, all moneys due or to become due to the Debtor under any distribution agreements entered into by the Debtor for the distribution of the Production; and

4.1.9 All recoveries under insurance policies issued in connection with the Production.

4.2 The Debtor expressly warrants that to the best of its knowledge and belief it has good title to its interest in the Collateral now due and will have good title to its interest in the Collateral to become due, free and clear of all liens and encumbrances except for the security interest granted hereby, the security interests in section 7.1 hereof or as disclosed to UBCP and that no restrictions exist, or will exist by agreement or otherwise, with respect to any of the said Collateral which impair the right of the Debtor to make this charge.

5.0 ENFORCEMENT COSTS

UBCP acknowledges that it shall be solely responsible for all costs and expenses, including legal fees and disbursements, in perfecting and enforcing any of its rights under this Security Agreement, save and except as herein provided.

6.0 RIGHTS AND OBLIGATIONS OF DEBTOR

The Debtor shall:

6.1.1 at no cost, execute and deliver such further agreements, contracts, documents and instruments (each a "Security Document") as UBCP may reasonably prepare, require to perfect, protect or maintain the security interest provided for herein. If, within ten (10) business days of notice from UBCP requesting any such Security Document, the Debtor fails to execute and deliver it consistent with the rights of UBCP or to provide UBCP with notice specifying with particularity the Debtor's objection to so doing, then the Debtor hereby irrevocably appoints UBCP its true and lawful attorney-in-fact to execute, deliver, file and record, on its behalf and in its name, such Security Document. UBCP will promptly provide the Debtor with a true and complete copy of each Security Document executed by UBCP under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

6.1.2 use all reasonable good faith business efforts to defend, at its own cost and expense, the Debtor's right, title and interest in and to the Collateral, and the security interest and rights of UBCP, against all claims of infringement and against any and all claims by third parties arising out of or resulting from the use in the Production of any story, adaptation, idea, impersonation, character, photograph, music, musical composition or other material, provided that the Debtor may satisfy this requirement if the Debtor causes UBCP to be named as an additional insured, as its interest may appear, on any standard policy of errors and omissions insurance maintained by the Debtors or its successors in interest with respect to the Production.

6.2 UBCP acknowledges that the Debtor, its successors, licensees, and assigns, are the entities undertaking the release and exploitation of the Production and all rights within or arising from it. UBCP further acknowledges that prior to UBCP realizing on its security interest in accordance with this Security Agreement, nothing in this Security Agreement authorizes or permits UBCP to delay, enjoin, impede, impair or otherwise interfere with the development, production, distribution, advertising, marketing, turning to account or other exploitation of the Production or any of the Collateral which is undertaken, authorized, permitted or allowed by the Debtor or any of its successors, licensees, or assigns in the sole exercise of their good faith business judgment, and nothing in this Security Agreement requires or prevents the Debtor or any of its successors in interest from taking or refraining from taking any action for any infringement or piracy of any rights in the Production or Collateral. UBCP agrees that the Debtor has no obligation under this Security Agreement to release the Production or to exploit the Production in any manner or to realize any monies with respect thereto.

6.3 Until default or unless otherwise agreed with the Secured Party, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this Security Agreement. If the Debtor desires to change its principal place of business or mailing address from that described in paragraph 5(a) of the Security Agreement or if the Debtor wishes to move its records and accounts from that described in paragraph 5(b) of the Security Agreement, or if the Debtor wishes to move the Production negatives or the positive copies of the Production from the locations described in paragraphs 5(c) and 5(d) of the Security Agreement, the Debtor shall notify the Secured Party of the relevant change and do all such acts and execute all such documents as are required by UBCP to effectively preserve and perfect the Secured Party's security therein in the jurisdiction to which such assets have been moved. For clarity, nothing herein shall require the Debtor to notify UBCP of the removal by any distributor of prints incorporating the Production.

6.4 The Debtor shall defend its own rights in Collateral against the claims and demands of all persons. The Debtor shall use its best efforts to maintain the negative and positive copies of the Production in Debtor's possession in a condition and state of repair that preserves the value of such Collateral. The Debtor will not knowingly commit or permit damage to or destruction of the negative(s) of the Production.

6.5 The Debtor shall notify the Secured Party promptly of:

a) any material change in the information contained in this agreement (including the schedules hereto) relating to the Debtor, the Debtor's business or the Collateral;

b) the details of any change in name or address of the Debtor or location of the Collateral;

c) the details of any disposition of the negative(s) of the Production;

d) the details of any claim, or litigation materially affecting the ownership of the Collateral;

e) any material loss of or damage to the Collateral; and

f) any material default known to Debtor by any distributor or broadcaster which materially affects the likelihood of further use fees to UBCP in respect of the Production.

6.6 The Debtor will conduct its business and affairs in a proper and efficient manner in accordance with applicable law and keep records relating to the Production in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, taxes, assessments, claims, liens and encumbrances relating to Collateral or the Debtor's business and affairs when the same become due. The Debtor will deliver to the Secured Party promptly such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request.

7.0 SUBORDINATION OF UBCP SECURITY AGREEMENT

7.1 UBCP acknowledges and agrees that its security interest will rank subordinate to security interests of the following: chartered banks, trust companies or other recognized lending institutions, government-funded financiers, and (subject to the prior written approval of UBCP) other lenders or financiers who specifically require priority providing project financing in respect of the Production.

Specifically in respect of the Production, UBCP hereby acknowledges and agrees that its security interest hereunder ranks subordinate to the security interests, whether registered or otherwise, of the parties designated as prior secured parties in paragraph 3 of the Security Agreement with respect to the Debtor and the Collateral.

7.2 UBCP further acknowledges that the Debtor, or its assigns, affiliates or successors, has licensed and may from time to time license certain rights in the Production to one or more distributors or licensees, which rights either have been or may be secured by security interests with respect to rights granted to them. UBCP agrees that so long as all statements of receipts and payments have been timely paid or made by such distributor or licensee to the Debtor with respect to the rights and territories granted to such distributor or licensee, UBCP will not disturb the peaceful and quiet enjoyment of the rights granted to such distributor or licensee, nor attempt to enjoin, impair or interfere with the exercise of its rights.

7.3 In the event that the Debtor defaults (pursuant to Article 8) and fails to adequately assert or protect its contractual or other rights to receive payments from third parties, pursuant to licensing or distribution agreements or the like, the Debtor agrees that UBCP shall have the right of subrogation and it shall be entitled to take any steps it deems necessary for the protection of such rights, including, but not limited to, the right to commence any legal action in the place of the Debtor. However, any such step or action shall be in UBCP's name and at UBCP's sole expense. UBCP shall be reimbursed for any and all reasonable costs of the action, audit, or the like in first position from any funds recovered. All recovered funds shall be directed to be paid and held by a trustee, who will disburse such funds in accordance with entitlement.

APPENDIX "J"

8.0 EVENTS OF DEFAULT

8.1 The Debtor shall be in default under this Security Agreement upon occurrence of any of the following:

8.1.1 Non-payment when due, whether by acceleration or otherwise, of any amounts secured by this Security Agreement, or the failure to comply with any provisions of Section C of the Master Agreement in any material way, subject to paragraph 8.1.2.

8.1.2 Failure to comply within thirty (30) days after written notice from the Secured Party demanding compliance with any provision contained in the Master Agreement or this Security Agreement and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical.

8.1.3 If any representation or statement made or furnished in this Security Agreement or under the Master Agreement to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished.

8.1.4 Bankruptcy of the Debtor, the filing against the Debtor of a petition in bankruptcy if such petition remains uncontested for thirty (30) days; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, or liquidator for the Debtor or for any asset of the Debtor if such appointment continues for thirty (30) days or more, or the institution by or against the Debtor or any type of insolvency proceeding or creditor re-arrangement.

9.0 SECURED PARTY RIGHTS AND OBLIGATIONS

9.1 In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a secured party under the PPSA. All rights and remedies of the Secured Party shall be cumulative.

9.2 The Secured Party shall have the right at any time, upon reasonable notice, to confirm the existence and state of Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. Upon the occurrence of an event of default, the Debtor grants to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor for the purposes of inspection or obtaining possession.

9.3 The Secured Party may appoint by instrument a receiver or other person to act on its behalf before or after default or in any insolvency or like proceedings (receiver includes a receiver-manager). The appointee has all the powers of the Secured Party under this Security Agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled in connection with any enforcement proceeding hereunder to carry on the business of the Debtor in respect of the Production with all the powers that the Debtor would have to operate its business for such time as the receiver determines advisable and in the best interest of the Secured Party.

9.4 The Secured Party may, subject to Debtor's rights under the PPSA, take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give binding receipts and discharges therefor. The Secured Party in possession may, subject to Debtor's rights under the PPSA, use Collateral as it sees fit, providing that any income from Collateral is applied to the Debtor's account. Upon default, the Secured Party may also, subject to Debtor's rights under the PPSA, sell, lease or otherwise dispose of Collateral in any commercially reasonable manner.

9.5 At any time after the occurrence of an event of default, the Secured Party may direct account debtors of the Debtor in respect of the Production to make all payments owing to the Debtor directly to the Secured Party by notifying such account debtors of the Secured Party's interest, either before or after default; and upon notice from the Secured Party to the Debtor, any payments received by the Debtor in respect of the Production whether before or after notification to account debtors, shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor, and shall be turned over to the Secured Party forthwith upon receipt.

9.6 The Debtor agrees to pay, subject to limitations under the PPSA or the Master Agreement, all charges, including solicitors', auditors', receivers' or like persons' costs and remuneration or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor's accounts, but the Secured Party shall pay the fees and expenses of preparing or otherwise enforcing the terms of this Security Agreement.

9.7 No variation, amendment (except for any schedule which may be added hereto pursuant to the provisions of this agreement) or waiver of any provision of this Security Agreement shall be effective unless made by written agreement executed by the parties to this Security Agreement. The Secured Party may remedy any default or perform any duty of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor, or the Secured Party's right to hold and realize Collateral.

10.0 SUCCESSOR INTERESTS

10.1 This Security Agreement shall inure to the benefit of, and be binding on, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11.0 APPLICABLE LAW

11.1 This Security Agreement shall be governed by the laws of the Province of British Columbia, Canada unless otherwise agreed by the parties.

12.0 TERMINATION

12.1 Upon provision to UBCP of Purchaser's Assumption Agreement, or a Distributor's Assumption Agreement or a Distribution Guarantee in accordance with the provisions of the Master Agreement, UBCP shall be deemed to have discharged its security interest and UBCP shall, at the written request

and at no cost to Debtor, cancel and discharge all security interests under this Security Agreement and execute and deliver to the Debtor such deeds or other instruments (collectively, "Release Documents;" individually, a "Release Document") as shall be required to effect such discharge and to register notice of such discharge under the PPSA and such other jurisdictions as the Secured Party may have registered its security interest. If within ten (10) business days of notice from Debtor requesting any such Release Document, UBCP fails to execute and deliver it or to provide to Debtor notice specifying with particularity UBCP's objection to so doing, then UBCP hereby irrevocably appoints Debtor its true and lawful attorney in fact to execute, deliver, file and record on its behalf and in its name such Release Documents. The Debtor will promptly provide UBCP with a true and complete copy of each Release Document executed by Debtor under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

APPENDIX "K"

Declaration for Casting Directors

UNION OF B.C. PERFORMERS
300-380 2nd Ave West
VANCOUVER, B.C.
V5Y 1C8
TEL #: (604) 689-0727
FAX #: (604) 689-1145

The Producer shall, as a condition precedent to hiring a Casting Director or other person responsible for hiring Performers, require the said Casting Director or person/s to execute a Declaration in the form as provided below, and deliver same to the Union of B.C. Performers, properly executed and sworn, prior to the commencement of principal photography.

DECLARATION

I, _____, have been hired as a Casting Director, or in another position in which I am responsible for hiring Performers, by _____the Producer) in respect to the Production of _____(the Production).

I, solemnly declare that I, (and all other person/s in my employ, if any),

(a) do not act as an agent for Performers;

(b) do not and shall not act so as to require Performers to join a specific Agency,

(c) do not directly or indirectly own or operate a Talent Agency,

(d) do not receive any money from any Talent Agency for using Performers represented by such Agency,

(e) will not give any personal information relating to any Performer to any Talent Agency, except for the Agency which represents such Performer,

(f) will not be eligible to work as a Performer on this Production,

(g) I understand that the UBCP is relying on this Declaration in order to ensure compliance with Article A419 **Conflict of Interest Declaration for Casting Directors**.

_____ Casting Director Signature

_____ Date

_____ Witness Name:

_____ Witness Signature:

_____ Date

DAILY LIST OF BACKGROUND PERFORMERS

UNION OF BC PERFORMERS
300-380 2nd Ave West
VANCOUVER, B.C.
V5Y 1C8
TEL #: (604) 689-0727
FAX #: (604) 689-1145

DATE: DAY # _____ OF _____ LOCATION:

PRODUCTION: EPISODE:

BACKGROUND CASTING DIRECTOR: Background Coordinator:

TOTAL # B.G. PERFORMERS: # VOUCHERS: # FULL MEMBERS: #APPRENTICE MEMBERS: #BACKGROUND MEMBERS:

★ THIS LIST MUST REFLECT ALL BACKGROUND PERFORMERS FOR THE DAY ★

PERFORMER'S NAME	UBCP/ACTRA Mbr #	Apprentice Mbr #	Background Mbr#	Non Mbr	Agency or Indep.	Character Description	Work Category
example: ***George Smith***	***1234***				***Indep.***	***businessman***	***GE***
1)							
2)							
3)							
4)							
5)							
6)							
7)							
8)							
9)							
10)							
11)							
12)							
13)							
14)							
15)							
16)							
17)							
18)							

HIRING PRIORITY: 1) Full Members **2)** Apprentice Members if no Full Members are available **3)** Background Members if no Full Members or Apprentice Members are available **4)** Non Members if no Full Members, Apprentice Members or Background Members are available

If hiring priority has not been adhered to, state reasons why:

APPENDIX "M"

BACKGROUND PERFORMER VOUCHER

MEMBER AND PERMITTEE

UNION OF B.C. PERFORMERS
300-380 2nd Ave West
VANCOUVER, B.C.
V5Y 1C8
TEL #: (604) 689-0727
FAX #: (604) 689-1145

PLEASE PRINT CLEARLY - Press hard you are making 5 copies

UBCP MEMBER: ☐ NO ☐ YES: MBR. #:

PERFORMER'S NAME:

AGENT (if applicable): ☐ Mail chq. to Agent

ADDRESS:

POSTAL CODE: TEL #:

S.I.N. # : IF CHILD, D.O.B.:

G.S.T. # :

PRODUCTION NAME:

PRODUCER: TEL #:

PRODUCER'S REPRESENTATIVE'S SIGNATURE

PERFORMER'S SIGNATURE (See Reverse)

DATE:

CALL TIME: CREW CALL:

LOCATION:

TRAVEL TIME: KM:

☐ NON-DEDUCTIBLE MEAL AT (time):

1ST MEAL: from to ☐ Penalty

2ND MEAL: from to ☐ Penalty

WARDROBE CHANGES: 1 ☐ 2 ☐ 3 ☐ ☐

☐ CAR OR OTHER:

WRAP TIME: PERFORMER'S INITIALS:

RATE: ☐ 8 HR. CALL
☐ OTHER:

CATEGORY: (Check all categories worked)

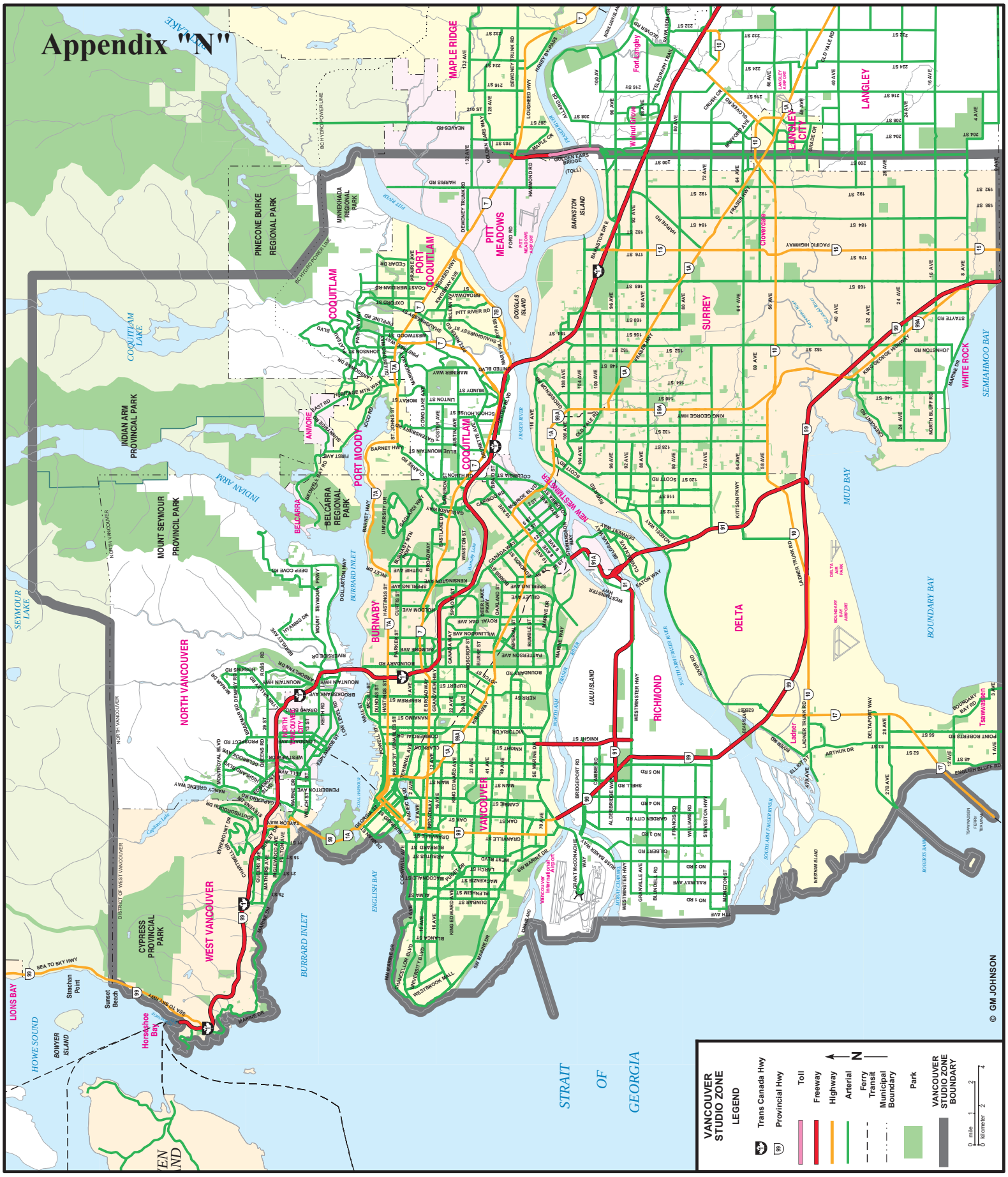
☐ GENERAL B.P. ☐ STAND-IN ☐ PHOTO-DOUBLE
☐ SPECIAL ABILITY ☐ WARDROBE CALL ☐ PHOTO SESSION
☐ OTHER :

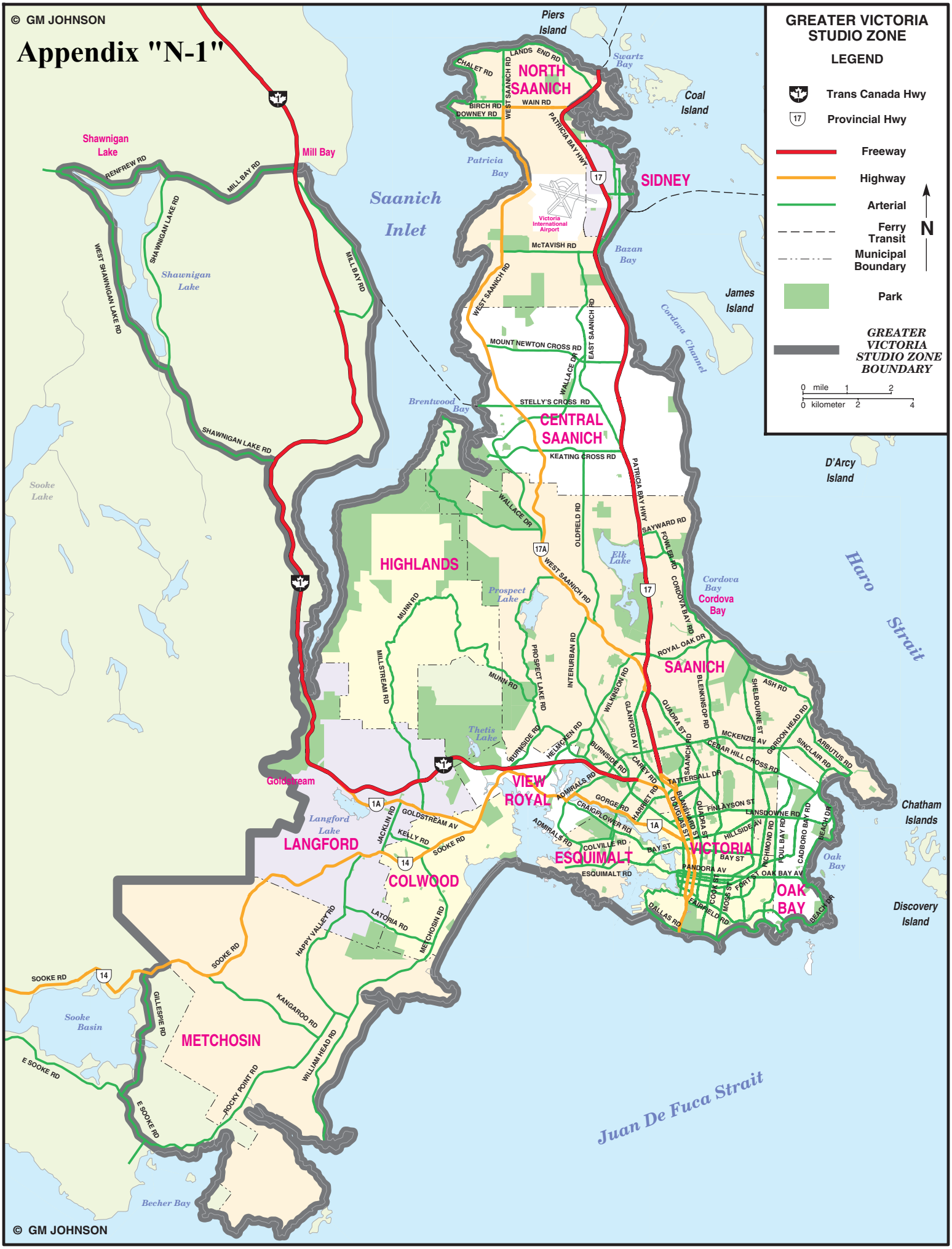
FOR OFFICE USE ONLY

ST: +OT: +MP: =TOTAL:

APPENDIX "M-1"

Non-Qualified Background Performer Voucher			
Performer Name		Date	
Address		Call Time	
Phone #		Wrap Time	
Production Title		Rate/Hour	
Episode Title & Number		Union Deductions	
Production Company		Total Amount Due	
Producer's Representative		UBCP Apprentice or BEM Membership #	
Comments			
Performer's Signature		Either GST/HST# or SIN#	


Appendix "N"
VANCOUVER STUDIO ZONE
LEGEND
Trans Canada Hwy
Provincial Hwy
Toll
Freeway
Highway
Arterial
Ferry
Transit
Municipal Boundary
Park
VANCOUVER STUDIO ZONE BOUNDARY
N
0 mile 1 2
0 kilometer 2 4
© GM JOHNSON
MAPLE RIDGE
PITT MEADOWS
COQUITLAM
PORT COQUITLAM
PORT MOODY
ANMORE
BELCARRA
PINECONE BURKE REGIONAL PARK
MINNEKHADA REGIONAL PARK
INDIAN ARM PROVINCIAL PARK
MOUNT SEYMOUR PROVINCIAL PARK
BELCARRA REGIONAL PARK
COQUITLAM LAKE
INDIAN ARM
SEYMOUR LAKE
BURRARD INLET
NORTH VANCOUVER
BURNABY
VANCOUVER
WEST VANCOUVER
CYPRESS PROVINCIAL PARK
LIONS BAY
HOWE SOUND
BOWYER ISLAND
Horseshoe Bay
Strachan Point
Sunset Beach
ENGLISH BAY
STRAIT OF GEORGIA
RICHMOND
LULU ISLAND
DELTA
SURREY
WHITE ROCK
SEMIAHMOO BAY
MUD BAY
BOUNDARY BAY
LANGLEY
LANGLEY CITY
Fort Langley
Walnut Grove
Cloverdale
BARNSTON ISLAND
DOUGLAS ISLAND
FRASER RIVER
PITT RIVER
ALOUETTE RIVER
SERPENTINE RIVER
NICOMEKL RIVER
Vancouver International Airport
Boundary Bay Airport
Pitt Meadows Airport
Delta Air Park
Golden Ears Bridge (Toll)
Alex Fraser Bridge (Toll)
New Westminster
Tsawwassen
Ladner
Point Roberts
SEA TO SKY HWY
TRANS CANADA HWY
PACIFIC HIGHWAY
KING GEORGE HIGHWAY
WESTMINSTER HWY
KNIGHT ST
OAK ST
GRANVILLE ST
MARINE DR
SW MARINE DR
NW MARINE DR
BRIDGEPORT RD
ALDERBRIDGE WAY
STEVESTON HWY
LADNER TRUNK RD
DELTAPORT WAY
ARTHUR DR
ELLIOT ST
ENGLISH BLUFF RD
BOUNDARY BAY RD
LOUGHEED HWY
DEWDNEY TRUNK RD
FORD RD
HANEY BYPASS
GOLDEN EARS WAY
ALOUETTE RD
LOUGHEED HWY
PITT RIVER RD
BROADWAY
AUSTIN AVE
BARNET HWY
NORTH RD
COLUMBIA ST
CARIBOO RD
GAGLARDI WAY
LOCH LOMOND
LOUGHEED HWY
BRUNETTE AVE
EDWARD ST
MARINE DR
BRUNETTE RIVER
SCOTT RD
120 ST
116 AVE
108 AVE
104 AVE
100 AVE
96 AVE
92 AVE
88 AVE
84 AVE
80 AVE
72 AVE
64 AVE
60 AVE
56 AVE
40 AVE
32 AVE
24 AVE
16 AVE
8 AVE
152 ST
144 ST
140 ST
132 ST
124 ST
192 ST
184 ST
176 ST
168 ST
160 ST
156 ST
148 ST
232 ST
224 ST
216 ST
208 ST
200 ST
204 ST
GRADE CRES
GRADE CR
CRUSH CR
BYPASS RD
LOWER RD
RAWLINSON CR
TELEGRAPH TRAIL
LO VALE RD
49 AVE
56 AVE
100 AV
96 AVE
88 AVE
80 AVE
68 AVE
64 AVE
29 AVE
4 AVE
16 AVE
24 AVE
8 AVE
99A
99
91
91A
17
17A
15
14
14A
10
7
7A
7B
1
1A
HARRIS RD
NEVARES RD
DEWDNEY TRUNK RD
HAMMOND RD
MAPLE CR
MAPLE RIDGE
PITT MEADOWS
COQUITLAM
PORT COQUITLAM
PORT MOODY
ANMORE
BELCARRA
BELCARRA REGIONAL PARK
MINNEKHADA REGIONAL PARK
PINECONE BURKE REGIONAL PARK
INDIAN ARM PROVINCIAL PARK
MOUNT SEYMOUR PROVINCIAL PARK
COQUITLAM LAKE
INDIAN ARM
SEYMOUR LAKE
BURRARD INLET
NORTH VANCOUVER
BURNABY
VANCOUVER
WEST VANCOUVER
CYPRESS PROVINCIAL PARK
LIONS BAY
HOWE SOUND
BOWYER ISLAND
Horseshoe Bay
Strachan Point
Sunset Beach
ENGLISH BAY
STRAIT OF GEORGIA
RICHMOND
LULU ISLAND
DELTA
SURREY
WHITE ROCK
SEMIAHMOO BAY
MUD BAY
BOUNDARY BAY
LANGLEY
LANGLEY CITY
Fort Langley
Walnut Grove
Cloverdale
BARNSTON ISLAND
DOUGLAS ISLAND
FRASER RIVER
PITT RIVER
ALOUETTE RIVER
SERPENTINE RIVER
NICOMEKL RIVER
Vancouver International Airport
Boundary Bay Airport
Pitt Meadows Airport
Delta Air Park
Golden Ears Bridge (Toll)
Alex Fraser Bridge (Toll)
New Westminster
Tsawwassen
Ladner
Point Roberts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Appendix "N-1"
GREATER VICTORIA STUDIO ZONE
LEGEND
Trans Canada Hwy
Provincial Hwy
Freeway
Highway
Arterial
Ferry Transit
Municipal Boundary
Park
GREATER VICTORIA STUDIO ZONE BOUNDARY
0 mile 1 2
0 kilometer 2 4
N
NORTH SAANICH
SIDNEY
CENTRAL SAANICH
HIGHLANDS
SAANICH
VIEW ROYAL
LANGFORD
COLWOOD
METCHOSIN
ESQUIMALT
VICTORIA
OAK BAY
Piers Island
Swartz Bay
Coal Island
Patricia Bay
Saanich Inlet
Bazan Bay
James Island
Cordova Channel
Brentwood Bay
D'Arcy Island
Haro Strait
Chatham Islands
Discovery Island
Juan De Fuca Strait
Oak Bay
Elk Lake
Prospect Lake
Thetis Lake
Langford Lake
Sooke Basin
Becher Bay
Sooke Lake
Shawnigan Lake
Mill Bay
Goldstream
Victoria International Airport
LANDS END RD
CHALET RD
BIRCH RD
DOWNEY RD
WEST SAANICH RD
WAIN RD
PATRICIA BAY HWY
McTAVISH RD
MOUNT NEWTON CROSS RD
EAST SAANICH RD
WALLACE DR
STELLY'S CROSS RD
KEATING CROSS RD
OLDFIELD RD
SAYWARD RD
FOWLER RD
CORDOVA BAY RD
ROYAL OAK DR
WEST SAANICH RD
MUNN RD
MILLSTREAM RD
PROSPECT LAKE RD
INTERURBAN RD
WILKINSON RD
GLANFORD AV
BLENKINSOP RD
ASH RD
SHELBOURNE ST
GORDON HEAD RD
SINCLAIR RD
ARBUTUS RD
MCKENZIE AV
CEDAR HILL CROSS RD
CAREY RD
TATTERSALL DR
BURNSIDE RD
HELMCKEN RD
ADMIRALS RD
GORGE RD
CRAIGFLOWER RD
HARRIET RD
QUADRA ST
DOUGLAS ST
BLANSHARD ST
FINLAYSON ST
LANSDOWNE RD
HILLSIDE AV
COLVILLE RD
BAY ST
PANDORA AV
ESQUIMALT RD
FORT ST
OAK BAY AV
RICHMOND RD
FOUL BAY RD
CADBORO BAY RD
BEACH DR
COOK ST
MOSS ST
FAIRFIELD RD
DALLAS RD
JACKLIN RD
GOLDSTREAM AV
KELLY RD
SOOKE RD
LATORIA RD
METCHOSIN RD
HAPPY VALLEY RD
KANGAROO RD
GILLESPIE RD
WILLIAM HEAD RD
ROCKY POINT RD
E SOOKE RD
RENFREW RD
MILL BAY RD
SHAWNIGAN LAKE RD
WEST SHAWNIGAN LAKE RD
17
17A
1A
14
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APPENDIX "O"

DECLARATION RESPECTING OPTION FOR 25% ADVANCE

[see Article C402(a)]

Prior to electing the 25% Advance Option, the Producer shall execute a Declaration in the form provided below, and deliver same to UBCP.

DECLARATION

I, _____, ("the Producer") in respect of the production of

_____ ("the Production") solemnly declare to:

(a) Notify UBCP of all Canadian presales prior to the first day of principal photography of the Production;
(b) Notify UBCP of all non-Canadian sales prior to the completion of principal photography of a Production, Series or commencement of principal photography of the next cycle of the Series;
(c) Full copies of license and distribution agreements will be provided, if such disclosure is ordered by an arbitrator upon such terms as the arbitrator deems appropriate in his/her full discretion. Rulings for disclosure may be obtained on an expedited basis by telephone conference call.

I understand that UBCP is relying on this Declaration in order to permit the selection of Article C402(a).

Producer

Per _____
(signature)

_____
(print name and title)

UBCP

Per _____
(signature)

_____
(print name and title)

Date _____
(month/day/year)

APPENDIX "P"

FACT-BASED / LIFESTYLE AND DOCUMENTARY PROGRAMS

FACT-BASED / LIFESTYLE PROGRAMS

Preamble: As this is an emerging genre of production, the Parties agree to work together to encourage more production of this type under this Agreement.

a) Definition - a Fact-Based/Lifestyle Production is a television Production with an average Budget below $250,000/$257,000 per half hour, on a non-fictional theme, excluding drama productions, Documentary Programs and game shows. Fact-based/Lifestyle shows include productions like home renovation, cooking, travel and reality programs. Examples of productions that fall under this definition include: *The Lofters* (reality program), *Meet My Folks* (reality contests), *Canadian Idol* (talent contests), *A Wedding Story* (fact-based reality), *Trading Places* (lifestyle reality), *Exhibit "A"* and *72 Hours*.

b) Inclusions:

a. The host(s) and narrator(s).
b. Judges or other experts who play an integral role in a production on three (3) or more Episodes in a calendar year.
c. Any other distinct, recurring individual who plays an integral role in a production and appears in at least six (6) episodes. It is understood that once such a person is covered, the individual is not automatically covered on future episodes of a Series unless s/he continues to qualify.
d. The Producer shall supply UBCP with a list of excluded individuals.

c) Multiple Episodes:

A Performer (other than Off-Camera Narrators and Commentators) may be contracted at no less than the applicable minimum daily fee to perform in three (3) Episodes to be produced per day of production. For each additional Episode produced on a day of production, the Performer will receive fifty (50%) percent of the applicable daily fee. For example, minimum performance fees for a Performer who appears in four (4) Episodes on a single day of production will be calculated at one hundred fifty percent (150%) of the applicable daily fee.

d) Use Fees:

All Performers engaged under this section are entitled to Use Fees of fifty-five percent (55%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, in all countries for the applicable period, or fifty percent (50%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, excluding New Media, in all countries for the applicable period. Prior to the expiry of the period, the Producer would have the choice of paying an additional 50%, or 55%, as applicable, of Net Fees and clearing another prepayment period or paying the 3.6% of DGR. Once the payment of 3.6% of DGR applies the Producer cannot revert back to the 50%, or 55% formula, as applicable.

e) Existing Agreements:
The Negotiating Producers and UBCP agree to advise its members that the contracts of Performers who are engaged in this genre under a predecessor to this agreement will be grandfathered.

f) No Pyramiding:
The Negotiating Producers and UBCP agree that there will be no pyramiding of discounts in this section. More specifically, Productions taking advantage of the terms of this section cannot access any fee discount(s) from any other section of this Agreement, including the BC Indie Program (Appendix "Q").

DOCUMENTARY PROGRAMS

a) See Article A3301 regarding excerpts for Documentary Programs, which provides:

> "(e) Excerpts for Documentary Programs: A Performer will be entitled to payment of one hundred dollars ($100.00) per thirty (30) second or less excerpt up to the highest originally contracted daily fee or the current daily fee, whichever is greater. The maximum payment for a Performer who appears in multiple excerpts within a single Documentary production is the originally contracted daily fee or the current daily fee, whichever is greater."

b) Exclusions:
See Article A215 regarding persons excluded from the rates and conditions of the BCMPA on Documentary Programs.

c) A Performer participating on or off camera in a Documentary Program shall be entitled to Use Fees of fifty five percent (55%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, or fifty percent (50%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, excluding in New Media, in all countries for five (5) years. At the expiry of such five (5) year period, the Producer has the choice of clearing another five (5) year period or paying the three and six-tenths percent (3.6%) DGR. The election must be made prior to the end of the relevant five (5) year period. Once the three and six-tenths percent (3.6%) DGR applies, Production cannot revert back to the fifty percent (50%) or fifty-five percent (55%) formula for five (5) years. Note: for greater clarity, this Use Fee section does not apply to dramatic Productions such as *Exhibit "A"* or *72 Hours*.

d) Furthermore, for tribute Documentary Programs, a Performer is entitled to waive any applicable interview fee required under the agreement at his or her discretion. A copy of the waiver is to be provided to UBCP.

APPENDIX "Q"

British Columbia Independent Production Incentive Program ("BC Indie Program")

The modifications set out in this Appendix cover Performers engaged on eligible low budget projects.

Q101 Purpose

(a) The purpose of the BC Indie Program is to encourage low budget Canadian film and television projects engaging professional Performers represented by UBCP.

(b) To this end, Performers' minimum fees under the British Columbia Master Production Agreement ("the BCMPA") may be discounted in accordance with the Schedule of Discounts found below.

(c) Productions fulfilling the conditions below are automatically eligible to benefit from the provisions of this Appendix.

(d) This Appendix is not intended for and is not available to foreign service production directly or indirectly through a Canadian line production company or another Canadian agent.

Q102 Filing Procedure

(a) Producers wishing to access the BC Indie Program must first be signatory to the BCMPA.

(b) In all instances in which the BC Indie Program is silent, the terms and conditions of the BCMPA apply.

(c) At least two (2) weeks in advance of principal photography, the Producer will provide to UBCP filing documents including a copy of the shooting script, detailed and certified Production and cast budgets, outlines of distribution arrangements (both extant and under negotiation), and full disclosure of all sources of financing for the project, together with confirmation of the Producer's intent to access the BC Indie Program agreement.

(d) A standard executed Security Agreement as per Appendix "J" of the BCMPA is required prior to principal photography.

Q103 Qualified Projects

Those projects that qualify for the BC Indie Program shall be of the following nature and type:

(a) New Projects Only: No projects that are in production or that have previously been in production under the BCMPA may access the terms contained herein.

(b) Canadian Content: Projects must be able to qualify as Canadian content under the requirements of the Canadian Audio-Visual Certification Office (CAVCO) and/or the CRTC or as an official co-production as administered by Telefilm Canada. UBCP will consider in good faith a request from an official treaty co-production as administered by Telefilm Canada to access BC Indie provided that the total production budget meets the BC Indie budgetary thresholds, and that the Canadian partner holds majority ownership of the Production, with the majority of principal photography taking place in Canada.

(c) Certified Budgets: Budgets of qualifying projects must be certified by a bonding company or a public agency such as Telefilm Canada or Creative BC. Where it is not

possible to provide a certified budget, the Producer agrees to sign a statutory declaration that the budget submitted is the true and final budget.

(d) Open Market: Any project seeking qualification under the BC Indie Program cannot have its world distribution rights pre-sold to finance production, *i.e.*, there must be meaningful open markets for distribution of a BC Indie Program-qualified project. Producers at the time of production shall make full disclosure to the UBCP in respect of any and all proposed licensing agreements or the like (including territory, term, and the amount of license fees, etc.). Allocation of revenue issues, if any, shall be determined pursuant to the provisions of Article C407.

(e) Qualified Producer: To access the BC Indie Program, the Producer(s) of a project must be a member in good standing of the CMPA. For clarity, Article A412 of the BCMPA applies to productions being produced under the BC Indie Program.

Q104 Excluded Projects

The BC Indie Program does not apply to the following types of projects:

(a) industrial/corporate videos
(b) all Productions of any type that are fifteen (15) minutes or less in length
(c) Dubbing
(d) Pilot Productions for which the Producer is utilizing Article B205 of the BCMPA unless the projected Budget for the series would qualify the Production for the benefits of this Appendix.

Q105 Series

Producers seeking to avail themselves of this Appendix for Television Series must resubmit for each production cycle or season of such Series. Producers wishing to engage Performers on Series Option contracts must conform to the requirements of Article A801 of the BCMPA for Performers.

Q106 Schedule of Discounts of Minimum Fees

Budget	**All Canadian Cast Discount**	**Other Percentage Discount** *See Q109*
Features, Movies of the Week (MOWs), and Each 2 Hours of Mini-Series		
Period 1: Up to $1,792,252 Period 2: Up to $1,846,019 Period 3: Up to $1,901,400	35%	25%
Period 1: $1,792,253 - $2,389,320 Period 2: $1,846,020 - $2,460,999 Period 3: $1,901,401 - $2,534,829	25%	15%
Period 1: $2,389,321 - $2,747,719 Period 2: $2,461,000 - $2,830,151 Period 3: $2,534,830 - $2,915,055	15%	5%

APPENDIX "Q"

Budget	All Canadian Cast Discount	Other Percentage Discount *See Q109*
Super-Low Budget Features and MOWs [see Q107]		
Period 1: Under $298,708 Period 2: Under $307,669 Period 3: Under $316,900	45%	35%
TV Series on Film / HD (per ½ hour) [see Q108]		
Period 1: Up to $179,331 Period 2: Up to $184,711 Period 3: Up to $190,253	30%	20%
Period 1: $179,332 - $391,558 Period 2: $184,712 - $403,304 Period 3: $190,254 - $415,403	20%	10%
Period 1: $391,559 - $557,094 Period 2: $403,305 - $573,807 Period 3: $415,404 - $591,021	15%	5%
Period 1: $557,095 - $696,369 Period 2: $573,808 - $717,260 Period 3: $591,022 - $738,777	10%	5%
TV Series on Tape (per ½ hour) [see Q108]		
Period 1: Up to $35,840 Period 2: Up to $36,915 Period 3: Up to $38,023	40%	30%
Period 1: $35,841 - $84,891 Period 2: $36,916 - $87,437 Period 3: $38,024 - $90,060	30%	20%
Period 1: $84,892 - $161,279 Period 2: $87,438 - $166,118 Period 3: $90,061 - $171,101	20%	10%
Period 1: $161,280 - $250,879 Period 2: $166,119 - $258,406 Period 3: $171,102 - $266,158	15%	5%

Budget	All Canadian Cast Discount	Other Percentage Discount *See Q109*
TV Drama Specials and One-off Productions (per ½ hour and less than 2 hours)		
Period 1: Up to $408,536 Period 2: Up to $420,792 Period 3: Up to $433,416	35%	25%
TV Drama Specials and One-off Productions (per ½ hour and less than 2 hours)		
Period 1: $408,537 - $504,038 Period 2: $420,793 - $519,159 Period 3: $433,417 - $534,734	25%	15%
Period 1: $504,039 - $583,623 Period 2: $519,160 - $601,131 Period 3: $534,735 - $619,165	15%	5%

Q107 Limitation on Super-Low Budget Features and MOWs

(a) A minimum of ten percent (10%) of the total Production budget must be apportioned to the cast.

(b) The following statement must appear directly under the UBCP logo in the credit roll in all prints of the Production: "This Production was made with the generous support of the UBCP membership."

Q108 Series

BC Indie Program discounts will not apply to dramatic Series beyond the production of the initial sixty-five (65) Episodes.

Q109

(a) Minimum fees payable to Performers in Qualified Background Performer categories may not be discounted. However, the minimum daily requirement for Qualified Background Performers may be ten (10) qualified extras. For Productions that qualify as Super-Low Budget, the requirement to engage UBCP members as Background Performers (Article D501) will be waived.

(b) Discounts noted above are to be calculated solely on the minimum daily, hourly, overtime, and weekly fees under the BCMPA. No other rates or fees (including residual, prepayment, or Use payments, if exercised) in the BCMPA may be discounted.

(c) The Schedule of Discounts under the "other" category (above) represents the discounts to minimum fees applicable in the event that a Producer wishes to engage up to two (2) non-Canadian Performers in a BC Indie Program project. UBCP will consider in good faith a request that a non-Canadian Performer be the highest paid when such Performer is essential to financing.

APPENDIX "Q"

Q110 Credits

(a) Lead Actors will receive either:
  (i) up-front credits if the Producer receives such credits; or
  (ii) single-card billing in tail credits; or
  (iii) credit at the end of the Production that is no less prominent than for any other key personnel.

(b) Lead Actors will receive equivalent credit in all print campaigns under the control of the Producer when any other key personnel receive credit.

(c) The Producer shall include the UBCP logo on the credit or cast roll. UBCP will provide logos in electronic format.

Q111 Prior Notice and Right to Negotiate

Producers must give notice to Performers at the time of casting (through casting notices) that the Producer is seeking qualification of the project as a BC Indie Program project. Such notices shall not contain any statement that attempts to restrict the right of any Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates, and conditions.

Q112 Use Payments

At the time of production, the Producer shall choose either (a) or (b) below with respect to additional Use of the Production beyond the applicable declared use period set forth in C101 (Distribution Rights).

(a) **Prepayment Option**

  (i) **Theatrical Motion Pictures**

  When the Program's Declared Use is Theatrical, the Producer may pay one hundred thirty-five percent (135%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights) (or one hundred thirty percent (130%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding New Media) for a period of four (4) years from the date of first use in a residual market. After the expiration of such four (4) year period, the Producer will pay five percent (5.0%) of "Distributors' Gross Revenue" ("DGR"), as that term is defined in C407, with respect to all media other than Theatrical, for which the Producer retains unrestricted worldwide Theatrical use for the period of the copyright of the Program.

  (ii) **Free Television Series**

  When a Program's Declared Use is Free Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical and New Media) for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) (or one hundred five percent (105%)) of the Performers' Net

Fees. In lieu of renewing a five (5) year period, the Producer will pay five percent (5.0%) of DGR with respect to all subsequent exploitation of the Program.

(iii) **Free Television Long-Form Programs**

When a Long-Form Program's Declared Use is Free Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical and New Media) for a period of four (4) years from the date of first exhibition in a residual market. Before the expiration of any four (4) year period, the Use Fees may be renewed for an additional four (4) year period upon payment of an additional one hundred ten percent (110%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of renewing a four (4) year period, the Producer shall pay five percent (5.0%) of DGR with respect to all subsequent exploitation of the Program.

(iv) **Cable TV**

When a Program is made primarily for Cable Television, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 (Distribution Rights) above, excluding Theatrical and New Media) for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) (or one hundred five percent (105%)) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay 5.0% of DGR with respect to all subsequent exploitation of the Program.

(v) **All Other Media Enumerated in C101 (Distribution Rights)**

When the Declared Use is other than Theatrical, Free Television, Cable TV or New Media, the Producer may pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical (or one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 (Distribution Rights), excluding Theatrical and New Media) for a period of four (4) years from the date of first exhibition in a residual market. After the expiration of such four (4) year period, the Producer will pay five percent (5.0%) of DGR with respect to all subsequent exploitation of the Program.

(vi) **Conversion to Theatrical**

When a Program has a Declared Use other than Theatrical, and is distributed for Theatrical Use, the Producer shall pay to the Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

(A) Programs sixty (60) minutes or less in length: 15%

(B) Programs exceeding sixty (60) minutes in length: 30%

(vii) In the event the Producer elects to pay the one hundred thirty percent (130%) prepayment in subparagraph (i) above or the one hundred five percent (105%) prepayment in subparagraphs (ii), (iii), (iv) or (v) above, and the Producer exploits the Program in New Media, the Performers shall be paid New Media Use Fees in the aggregate in the amount of five percent (5.0%) of DGR.

(b) **Advance Option**

A Producer who chooses the Advance Option shall choose one (1) of the following options at the time of production that requires payment of a corresponding percentage of Performers' Net Fees as a non-refundable Advance against the Performers' participation in Distributor's Gross Revenue:

Option Number	**Non-refundable Advance (% of Net Fees)**	**Participation in Distributor's Gross Revenue**
1	100.0%	5%
2	75.0%	6%
3	50.0%	7%
4	25.0%	8%
5	0.0%	9%
6 (super-low budget features and MOWs)	0.0%	10%

Q113 Joint Administration

The CMPA-BC agrees to administer the BC Indie Program in all facets jointly with UBCP on a principle of equality between UBCP and the CMPA-BC. UBCP and the CMPA-BC will monitor the progress of any BC Indie Program project and will intervene should there be any default in a BC Indie Program-produced project.

Q114 Term

To monitor the application and effectiveness of the BC Indie Program, representatives of UBCP and the CMPA-BC shall meet periodically, but no less frequently than every six (6) months, during the term of the BC Indie Program.

APPENDIX "R"

PRODUCTIONS MADE FOR NEW MEDIA

Productions with a Declared Use of New Media as defined in Article A336 of the BCMPA ("New Media Production") may proceed under Option 1 or Option 2, as applicable.

R1 – OPTION 1

R101 Purpose

The purpose of this Option 1 is to encourage low budget Canadian New Media Productions to engage professional performers represented by UBCP.

R102 Eligibility

Except as provided for in R105, Option 1 is available to all New Media Productions produced by a Canadian Producer with a total budget of twelve thousand dollars ($12,000) or less per minute. New Media Productions with a total budget of over twelve thousand dollars ($12,000) per minute shall be subject to the terms and conditions of the BCMPA except for the determination of Use Fees which is set out in section R108 below.

R103 Applicability

In all instances in which Option 1 is silent, the standard terms and conditions of the BCMPA shall apply.

R104 Co-productions

When a New Media Production is a co-production, the budget must meet the requirement in R102 above. Allocation of revenue issues, if any, shall be determined pursuant to the provisions of Article C407(g), as per the rules applicable to Official Treaty Co-productions.

R105 Excluded Productions

The following Productions shall be deemed excluded Productions for the purposes of Option 1: industrial/corporate videos, dubbing and Presentation Programs for which the Producer is utilizing Article B205 of the BCMPA unless the Series, in relation to which the Presentation Program is produced, qualifies as a Production.

R106 Minimum Fees

New Media Productions shall, where applicable, receive discounts on all applicable rates set out in the BCMPA as described below. Subject to sections R106(b) and R107, available discounts shall apply to all performance category minimum daily, hourly, overtime, and weekly fees. No other rates or fees in the BCMPA may be discounted unless otherwise specified in Option 1.

Tier A	Over $12,000 per minute	No discount, and BCMPA terms and conditions apply except for the determination of Use Fees, which are set out in section R108 below
Tier B	Over $10,000 to $12,000 per minute	No discount*
Tier C	Over $7,500 to $10,000 per minute	25% discount if only one non-Canadian performer is engaged, or no discount if more than one non-Canadian performer is engaged
Tier D	Less than $7,500 per minute	35% discount if only one non-Canadian performer is engaged, or no discount if more than one non-Canadian performer is engaged

*(a) Where a New Media Production has a projected segment length of fifteen (15) minutes or less, Performers are to be paid on a per-day-of-production basis, regardless of the number of segments and total length of the New Media Production, provided that the New Media Production is held together by the same title, trade name or trademark, identifying devices, or common characters; and

(b) Where a New Media Production has a projected segment length of over fifteen (15) minutes:

Payment of the minimum daily fee shall permit up to five (5) New Media Productions to be produced in one (1) session (i.e., one (1) workday). Such New Media Productions must be held together by the same title, trade name or trademark, identifying devices, or common characters.

For each New Media Production beyond five (5) produced in one (1) workday session, the Producer shall either pay an additional twenty-five percent (25%) of the minimum daily fee per New Media Production or pay an additional minimum daily fee that shall allow the Producer to produce up to five (5) additional New Media Productions on that same workday.

If the New Media Production qualifies as a Mini-series under Article A331 of the BCMPA, the Performer shall be paid on a per-day-of-production basis, regardless of the number of segments and total length of the New Media Production.

R107 Background Performers

(a) **Tier A**

The standard provisions of Article D501 apply.

(b) **Tiers B, C and D**

The minimum fees payable to Performers in Background Performer categories may not be discounted. However, if the Producer wishes to engage Background

Performers, the Producer shall only be required to engage a maximum of ten (10) UBCP members as Background Performers, excluding Stand-ins and two (2) non-member Special Ability Background Performers.

R108 Use Fees

(a) **Tier A**

The Producer of a Tier A New Media Production may elect one (1) of the following options at the time of production:

(i) **New Media Use Prepayment Option**

The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of three and six-tenths percent (3.6%) of DGR for all subsequent New Media exploitation. The Producer may, prior to conventional Use of the New Media Production, elect to pay one (1) of the following:

(A) The traditional Advance option set out in Article C401;

(B) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g); or

(C) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent.* A Producer desiring to utilize this option shall so notify UBCP.

(ii) **All Uses Prepayment Option**

The Producer may elect to pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5)

* See Sideletter No. 12 for administration of the consent process.

years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay three and six-tenths percent (3.6%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g).

(iii) **Advance Option**
The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in A357(a)(i)-(viii).

(iv) **Individual Use Option**
The Producer may elect to make individual use payments pursuant to Article C2.

(b) **Tier B**
The Producer of a Tier B New Media Production may elect one (1) of the following options at the time of production:

(i) **New Media Use Prepayment Option**
The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of three and six-tenths percent (3.6%) of DGR for all subsequent New Media exploitation. The Producer may, prior to conventional Use of the New Media Production, elect to pay one (1) of the following:

(A) The traditional Advance option set out in Article C401;

(B) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may

acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g); or

(C) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent.* A Producer desiring to utilize this option shall so notify UBCP.

(ii) **All Uses Prepayment Option**
The Producer may elect to pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay three and six-tenths percent (3.6%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g).

(iii) **Advance Option**
The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in A357(a)(i)-(viii).

(iv) **Individual Use Option**
The Producer may elect to make individual use payments pursuant to Article C2.

(v) **No Prepayment/Advance/Individual Use Elected**
If no prepayment, Advance or individual use is elected at the time of production, Performers shall be paid Use Fees in the aggregate in the amount of three and six-tenths percent (3.6%) of DGR from revenues received from New Media Use following the Declared Use period provided for in Article C101(g). The Producer may, prior to conventional Use of the New Media Production, elect to pay one of the following:

(A) The traditional Advance option set out in Article C401;

(B) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5)

* See Sideletter No. 12 for administration of the consent process.

year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g); or

(C) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent.* A Producer desiring to utilize this option shall so notify UBCP.

(c) **Tiers C and D**

The Producer of a Tier C or D New Media Production may elect one (1) of the following options at the time of production:

(i) **New Media Use Prepayment Option**

The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Performers' Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of eight percent (8%) of DGR for all subsequent New Media exploitation. The Producer shall, prior to any conventional Use of the New Media Production, notify UBCP and, subject to UBCP's consent,* pay eight percent (8%) of DGR for the conventional Use.

(ii) **All Uses Prepayment Option**

The Producer may elect to pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay eight percent (8%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g).

* See Sideletter No. 12 for administration of the consent process.

(iii) **Advance Option**
The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in A357(a)(i)-(viii).

(iv) **Individual Use Option**
The Producer may elect to make individual use payments pursuant to Article C2.

(v) **No Prepayment/Advance/Individual Use Elected**
If no prepayment, Advance or individual use is elected, Performers shall be paid Use Fees in the aggregate in the amount of eight percent (8%) of DGR for exploitation of the New Media Production in any New Media Use, following the Declared Use period provided for in Article C101(g). The Producer shall, prior to any conventional Use of the New Media Production, notify UBCP and, subject to UBCP's consent,* pay eight percent (8%) of DGR for the conventional Use.

R109 Excerpts

(a) If content from a conventional Production is used in a New Media Production produced under Option 1, any amounts owed pursuant to Article A3301 shall be reduced by the discount applicable to that New Media Production, if any.

(b) If a Producer wishes to use an excerpt from a New Media Production produced under Option 1 in a conventional Production, any fees owed to the Performer pursuant to Article A3301 shall be based on the greater of the applicable minimum fees outlined under Section B of the BCMPA and the Performer's contracted daily fee for the original New Media Production.

R110 The Parties understand that New Media Productions are often produced with small budgets. Producers can request administrative arrangements with UBCP to manage bonds and payroll security, and UBCP agrees to give good faith consideration to such requests. UBCP will notify the CMPA and AMPTP of its decisions with respect to any modified security arrangements requested by Producers.

R111 Filing Procedure

No later than two (2) weeks prior to principal photography, the Producer will provide to UBCP a copy of the most up-to-date production schedule. The Producer shall also provide to UBCP a detailed cast budget and a budget top sheet signed by the Producer, along with a statutory declaration that the budget amount is the true and final budget.

R112 Budget Changes

If, during the course of production, the New Media Production budget increases beyond the level permitted by Article R106, the Producer must disclose this information to UBCP. Any New Media Production that is found to be taking unfair advantage of the terms and conditions of Option 1, through misrepresentation or falsification of budget, will become retroactively subject to the full rates, terms, and conditions of the BCMPA.

* See Sideletter No. 12 for administration of the consent process.

R113 Revised Scope

Within four (4) weeks of the first New Media Use, the Producer shall submit to UBCP a detailed report of actual expenditures, showing the actual cost of the New Media Production to date. In the event that actual production costs exceed the budget threshold under Tier D as set out in Article R106, the Producer shall pay to the Performers, or to UBCP for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier C. Should the actual production costs exceed the budget thresholds under Tier C, the Producer shall pay to the Performers, or to UBCP for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers in line with the fees applicable under Tier B. Should the actual production costs exceed the budget thresholds under Tier B, the Production will no longer be deemed a Tier B Production and shall become retroactively subject to the rates, terms, and conditions of the BCMPA.

R114 Notice to Performers

A Producer utilizing Option 1 must give notice to Performers at the time of casting, through casting notices, that discounted rates may apply. Such notices shall not contain any statement that attempts to restrict the right of any Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates, and conditions.

R115 A Producer may edit material at a session to create a new New Media Production upon payment of an additional twenty-five percent (25%) per New Media Production. It is confirmed that, for the purposes of Appendix R and consistent with past practice under the BCMPA, "versioning" (i.e., editing of a New Media Production for segment length) does not constitute a new New Media Production.

R2 - OPTION 2

R201 Option 2 is automatically available to New Media Productions that are guaranteed by an Approved Guarantor as per Sideletter No. 2 or an Approved Distribution Guarantor as per Article A417(b). An Approved Guarantor under Sideletter No. 2 shall sign the Standard Form Guarantee Letter No. 1 or 2 and an Approved Distribution Guarantor under Article A417(b) shall sign the Distribution Guarantee in Appendix T.

R202 Terms of engagement and Use for all New Media Productions that meet the criteria set out in R201, other than High Budget SVOD Productions (defined in Article R203 below), may be negotiated by UBCP and the Producer.

R203 High Budget SVOD Production means an original or derivative dramatic New Media Production made for initial exhibition on a subscription consumer pay New Media platform (such as Netflix) that meets the following criteria (hereinafter "High Budget SVOD Productions"):

Length of Production as Initially Exhibited*	"High Budget" Threshold
20–35 minutes	$1,475,000 and above
36-65 minutes	$2,825,000 and above
66 minutes or more	$3,400,000 and above

* Productions less than twenty (20) minutes long are not considered "high budget" for purposes of this provision, regardless of their budget size.

R204 Use Fees

The Producer of a High Budget SVOD Production may elect one (1) of the following options at the time of production:

(a) **New Media Use Prepayment Option**

The Producer may acquire unrestricted New Media Use rights (A357(a)(viii)) for a period of five (5) consecutive years beyond the New Media Declared Use period, for one hundred five percent (105%) of Net Fees. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. Following the prepayment period, Performers shall be paid Use Fees in the aggregate of three and six-tenths percent (3.6%) of DGR for all subsequent New Media exploitation. The Producer may, prior to conventional Use of the High Budget SVOD Production, elect to pay one (1) of the following:

(i) The traditional Advance option set out in Article C401;

(ii) One hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101 (Distribution Rights), excluding Theatrical and New Media, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period, as applicable, upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, as applicable, the Producer will pay three and six-tenths percent (3.6%) of DGR with respect to all subsequent exploitation of the Program in media other than Theatrical and New Media. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the New Media Production by making payments pursuant to Article C301(g);

(iii) Three and six-tenths percent (3.6%) of DGR attributable to conventional Use. The exercise of the three and six-tenths percent (3.6%) DGR option shall be subject to UBCP's consent.* A Producer desiring to utilize this option shall so notify UBCP.

* See Sideletter No. 12 for administration of the consent process.

(b) **All Uses Prepayment Option**

The Producer may elect to pay one hundred ten percent (110%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in Article C101, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market other than Theatrical. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred ten percent (110%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay three and six-tenths percent (3.6%) of DGR with respect to subsequent exploitation of the Program in media other than Theatrical. A Producer electing this prepayment option may acquire rights for unlimited Theatrical Use of the High Budget SVOD Production by making payments pursuant to Article C301(g).

(c) **Advance Option**

The Producer may elect to pay an Advance as set out in Article C401 against all Uses listed in Article A357(a)(i)-(viii).

(d) **Individual Use Option**

The Producer may elect to make individual payments pursuant to Article C2.

R3 - RETROSPECTIVE APPLICATION

R301 To the extent that additional consent is necessary, if requested by the Producer, UBCP agrees to use diligence in order to secure the consent of Performers appearing in Productions made under previous BCMPAs to apply the terms of Option 1 or Option 2, as applicable, to the Use of those existing Productions in all New Media, as that term is defined in the 2018 BCMPA. UBCP agrees that the BCMPA shall not bar such retrospective application. By paying three and six-tenths percent (3.6%) of DGR, the Producer may use Productions produced under a predecessor BCMPA in all New Media.

APPENDIX "S"

PRODUCTION GUARANTEE
[See Article A417]

MEMORANDUM OF AGREEMENT

dated this _____ day of _____, _____.

Between

The Union of BC Performers
("UBCP")

and

_____

_____
("the Guarantor")
[insert name and address of established Producer]

Whereas _____ ("the Producer") intends to produce a Production entitled _____ ("the Production");

And whereas the Producer is a Party to the 2018-2021 BC Master Production Agreement ("BCMPA") covering Performers in Independent Production between the Canadian Media Producers Association – BC Producers' Branch ("CMPA-BC") and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers ("AMPTP"), on the one hand, and the Union of BC Performers, on the other hand.

And whereas, pursuant to Article A416 of the BCMPA, UBCP is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit at the time, in an amount, and in the manner set out in the BCMPA, unless a Production Guarantee in this form signed by an Approved Production Guarantor is accepted by UBCP;

And whereas UBCP has accepted the Guarantor as an Approved Production Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of UBCP's foregoing the requirement that the Producer put up a cash bond or letter of credit, the Guarantor hereby guarantees payment of all monies that would otherwise be secured by a cash bond or letter of credit pursuant to Article A416(a) of the BCMPA, including the Advance on Use or residual fees, insurance, retirement, and administration payments related to the Production.

2. If, at any time, payment of any amount guaranteed herein is in default for more than fourteen (14) days, then UBCP shall be entitled to deliver to the Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, the Guarantor will forthwith pay to UBCP the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, the Guarantor will nevertheless pay the sum set out in such notice to UBCP in trust, and UBCP will hold such sum in trust in an interest-bearing account. Within five (5) days of such dispute being resolved, UBCP will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

3. UBCP shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A416(b) or (c) of the BCMPA if the payment of any amount guaranteed herein is in default for more than fourteen (14) days after the Guarantor has been served with the demand provided for in Paragraph 2 herein.

4. The Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of delivery to UBCP of a Security Agreement, (in the form of Appendix "J"), or a Purchaser's Assumption Agreement (in the form of Appendix "H") or a Distributor's Assumption Agreement (in the form of Appendix "I") from an Approved Distribution Guarantor pursuant to Article A416(e).

5. The termination of this Agreement by UBCP pursuant to paragraph 3 herein shall in no way annul, terminate, or otherwise affect the obligations of the Guarantor with respect to any amounts accruing prior to the date of such termination by UBCP, subject to paragraph 4 herein.

6. If UBCP terminates this Agreement pursuant to paragraph 3 herein, the Producer shall, within forty-eight (48) hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A416(a) of the BCMPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, the Producer will nevertheless pay the sum set out in such notice to UBCP in trust, and UBCP will hold such sum in trust in an interest bearing account. Within five (5) days of such dispute being resolved, UBCP will refund to the Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

In witness whereof the Parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

Producer	Approved Production Guarantor
Per _____	Per _____
_____ (name of Signatory Producer)	_____ (name of Guarantor)
_____	_____
_____ (address of Signatory Producer)	_____ (address of Guarantor)
_____ (phone number of Signatory Producer)	_____ (phone number of Guarantor)
_____ (fax number of Signatory Producer)	_____ (fax number of Guarantor)

UBCP

Per _____ _____ (name)

APPENDIX "T"

DISTRIBUTION GUARANTEE

(for Approved Distribution Guarantors: see Article A417)

The Guarantor shall sign the following Distribution Guarantee on its own letterhead and forward it to the local UBCP office.

Production _____

Date _____

Guarantor		Producer (if not Guarantor)	_____
Address	_____	Address	_____
	_____		_____
	_____		_____
Phone	_____	Phone	_____
Fax	_____	Fax	_____

Address at which Guarantor keeps records concerning accounts and contracts (if different from above) _____

Negatives in connection with the Production will be processed by _____

Positive copies of the Production for distribution will be made by _____

The Guarantor has the following distribution rights in respect of the Production:

Media	Territory	Term

Whereas the Producer is a party to the 2018-2021 BC Master Production Agreement ("the BCMPA") between the Canadian Media Producers Association – BC Producers Branch ("CMPA-BC") and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers ("AMPTP"), on the one hand, and the Union of BC Performers ("UBCP"), on the other hand;

And whereas the Production was produced by the Producer under the terms and conditions of the BCMPA;

APPENDIX "T"

And whereas, pursuant to Articles A416(e) and A417 of the BCMPA, UBCP has agreed to release other forms of security that it may hold in respect of the Production, provided that the Producer provides the UBCP with a Distribution Guarantee from an Approved Distribution Guarantor in this form;

And whereas UBCP has accepted the Guarantor as an Approved Distribution Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of UBCP's releasing and/or foregoing other forms of security that it may hold in respect of the Production, the Guarantor hereby unconditionally guarantees performance of the reporting requirements with respect to the distributing rights that the Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts that may become due pursuant to Article C2, C3 or Article C4 of the BCMPA in respect of the Distributor's Gross Revenue generated from the distribution, exhibition, or exploitation of the Production, in all media and territories in respect of which the Guarantor holds distribution rights as set out above, including residual payments, Use fees, administration fees, and insurance and retirement payments related thereto that are now due or may become due to any Performer and/or UBCP .

2. UBCP shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in relation to the Production, in respect of the media, territories, and terms set out above that UBCP holds, that were previously granted to UBCP, and shall file such documents with the appropriate government agency.

3. If the Guarantor transfers any interest in the distribution rights set out above to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to UBCP of a Security Agreement pursuant to Article C505, a Distribution Guarantee, or Distributor's Assumption Agreement from another Approved Distribution Guarantor.

4. Nothing herein is intended, nor shall it be construed, to impose any greater obligations on the Guarantor than would apply to a Producer under the terms and conditions of the BCMPA. By the same token, the Guarantor shall be entitled to all the rights and benefits accorded to a Producer under the terms of the BCMPA.

5. This Guarantee is a continuing guarantee binding upon the Guarantor and its successors and assigns, and enuring to the benefit of and enforceable by UBCP and its successors and assigns. The obligations of the Guarantor hereunder shall not be discharged, affected, impaired, or released by any insolvency, bankruptcy, reorganization, merger, affiliation, liquidation, dissolution, or similar proceeding.

6. The right of the Guarantor to distribute, exhibit, or exploit the Production, in the media and territories and for the terms described above, shall be subject to and conditioned upon the prompt reporting and payment of Use fees due in accordance with the terms set out in the BCMPA. It is expressly understood that so long as such reports are submitted and payments are made, neither UBCP nor its members shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit, and/or exploit the Production in the territories and media and for the terms set out above.

8. Copyright in the Production has been or, upon its completion, will be duly registered in the following countries: _____, free and clear of adverse claims and liens other than those created hereby or as disclosed herein.

APPENDIX "T"

9. The Guarantor warrants that it is duly organized and exists under the laws of the province/state/country of _____, and is not restricted by its charter documents or otherwise from entering into this Guarantee.

In witness whereof the parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

Producer	Approved Distribution Guarantor
Per _____	Per _____
_____	_____
(print name and title)	(print name and title)

UBCP

Per _____

_____
(print name and title)

SIDELETTER NO. 1

As of August 13, 1999

Alex Taylor
Director of Collective Bargaining
Union of B.C. Performers
#400 - 856 Homer Street
Vancouver, British Columbia V6B 2W5

This is to confirm our agreement that in keeping with past practice with regard to Productions which are to be entirely privately financed and are to be produced in Canada, the provisions of A604, A605, A607 and A608 will not apply. In such instances, the Negotiating Producers and those companies affiliated with such Producers warrant the following:

(a) the Producer has not and will not apply for certification of such Production(s) by CAVCO or Canadian Content under the CRTC;
(b) neither Telefilm Canada nor the B.C. Film Fund, nor their successor organizations, has any direct or indirect financial participation in the Production(s);
(c) no Crown agency or corporation and no public institution has participated in the Production(s) either in the form of a financial participation or by the provision of production facilities or personnel.

Please confirm the Union's agreement and acceptance by executing this sideletter in the space provided and returning the original to me.

Negotiating Producers

By: _____
J. Nicholas Counter III

Union of British Columbia Performers,
the British Columbia Branch of the ACTRA Performers Guild

By: _____
John Juliani, President

Date: January 26th, 2000

SIDELETTER NO. 2

As of April 1, 2018

Lesley Brady
Director of Contracts
300-380 2nd Ave West
Vancouver, B.C., V5Y 1C8

Dear Lesley:

This is to confirm our agreement that in lieu of providing a Performance Bond pursuant to Article A416 and a Security Agreement pursuant to Article C505 of the 2018-2021 B.C. Master Production Agreement (hereinafter, the "Agreement"), the following Negotiating Producers or Companies affiliated with such Producers may execute the Standard Form Guarantee Letter No. 1. If said Company wishes to assume the obligations related to Distribution only, such Company may execute Letter No. 2 in lieu of providing a Security Agreement pursuant to ArticleC505 of the Agreement. Copies of the aforementioned Letters of Guarantee are attached hereto.

ABC, Inc.
ABC Family Channel
Alameda Entertainment, Inc., B.C.
American Broadcasting Companies
Atlantis Alliance Productions Ltd.
Buena Vista Pictures Distribution
Buena Vista Television
CBS Canadian Film and Television Inc.
CBS Productions Inc.
CBS Studios Inc.
CPT Holdings, Inc.
Columbia Pictures Industries, Inc.
Columbus Circle Films
The Disney Channel
DIC Entertainment LP
DIC Productions LP
Disney Channel
DreamWorks II Production Co., LLC
Eye Productions Inc.
Focus Features LLC
4400 Productions Inc.
FOX Broadcasting Company
Gabriel Simon Production Services Limited
Games Production, Inc.
Granada Media Group Limited
Hollywood Pictures
Home Box Office

Horizon Scripted Television Inc.
JHC TV Canada Limited
King Phoenix Productions, Inc.
King Telepro, Inc.
L Word Season IV Productions Inc.
Legendary Pictures, Productions LLC.
Mandalay Pictures LLC
MGM Production Services (B.C.) Ltd.
MGM Distribution Co.
MGM Television Entertainment Co.
Miramax Pictures
NBC Universal Television Distribution, a division of Universal Television Group LLC
Paramount Pictures Corporation
Paramount Pictures Corporation (Canada), Inc.
Pet II Productions
Producers Entertainment Group Ltd.
Remote Productions
Republic Home Entertainment
Riverside Television, B.C., Inc.
Rogue, a division of Focus Features
Screen Gems (Canada) Ltd.
Showtime Networks, Inc.
Spelling Television, Inc.
Steven Bochco Productions, Inc.
SKG Studios Canada Inc.
TNT Originals
Telepictures Distributions
Touchstone Television Productions LLC
Turner Films, Inc.
Turner Pictures Worldwide Distribution, Inc.
Twentieth Century Fox Film Corporation
Twentieth Television
Universal City Studios LLC
Universal 1440 Entertainment LLC
Universal Cable Productions LLC
Universal Television LLC
Universal Television Enterprises LLC
VC Productions Inc.
VZS: Western Pictures, Inc.
Viacom Productions, Inc.
Walt Disney Pictures
Warner Bros. International Television Distribution Inc.
Warner Bros. Pictures
Warner Bros. Television
Warner Bros. Domestic Television Distribution
Warner Bros. Pictures (B.C.), Inc.

Warner Bros. Television (B.C.) Inc.
Wilshire Court Productions
Worldvision Enterprises, Inc.
WT Productions Co.

Set forth below is the criteria for qualification and disqualification for approved Guarantors:

Qualification for signing the Letter of Guarantee (1 or 2) will be at the Union's sole discretion based on the following criteria:

(a) The Guarantor must have a financial history, liquidity, net earnings before interest, taxes and amortization, assets and net worth to establish its present and future ability to pay the fees required to be paid under this Agreement.

(b) Disqualification will result if the Guarantor defaults regarding continuing obligations under this Agreement. The Union will give notice and a reasonable opportunity for the Guarantor to cure the default. If the Guarantor continues to fail to meet the Guarantor's obligations, the Guarantor will be disqualified as a Pre-Approved Guarantor. If a Guarantor wishes to dispute the disqualification, the Guarantor may refer the matter to arbitration (regular or expedited). The disqualification will continue until an arbitrator decides otherwise or the Union revokes the disqualification.

Please confirm the Union's Agreement and acceptance by executing this sideletter in the space provided and returning the original to me.

Negotiating Producers

By: _____

Carol A. Lombardini
Canadian Affiliates of the AMPTP

By: _____

Jason Lee
CMPA-BC Producers Branch

Union of ~~British Columbia~~ Performers,
the British Columbia Branch of ACTRA

By: _____

Date: July 4, 2018

SIDELETTER 3

As of August 16, 1999

John Juliani, President
Union of British Columbia Performers
#400 - 856 Homer Street
Vancouver, B.C. V6B 2W5
CANADA

Re: **C410**

Dear John:

This will confirm the understanding of the bargaining parties with respect to the calculation of the proportion of Distributor's Gross Revenues payable to UBCP for ratable distribution to UBCP Performers where a portion of the cast of Performers is not covered under the UBCP Agreement. The amount payable to such Performers entitled to share therein under Section C of the UBCP Agreement shall be determined as follows:

A. Units will be assigned to Performers entitled to participate as follows:

(1) Time Units

With respect to each Performer, units for time worked shall be computed as follows:

Each day = one-fifth (1/5) unit
Each week = one (1) unit

No more than five (5) time units may be credited to any Performer.

(2) Salary Units

With respect to each Performer, units for total compensation received from the Production, less the Use Fees paid to the Performer shall be credited as follows:

(a) Actor Category Performers: Each multiple of the Actor daily scale equals one-fifth (1/5) unit. A fraction of daily scale, when more than one-half (1/2), shall be credited as another one-fifth (1/5) unit.

(b) Principal Actor Category Performers: Each multiple of the Principle Actor daily scale equals one-fifth (1/5) unit. A fraction of daily scale, when more than one-half (1/2), shall be credited as another one-fifth (1/5) unit.

(c) Actor Category Performers on a Weekly Contract: Each multiple of the Actor weekly scale equals one (1) unit. A fraction of a multiple, when more than one-half (1/2) of weekly scale, shall be credited as another weekly unit.

(d) Principal Actor Category Performers on a Weekly Contract: Each multiple of the Principal Actor weekly scale equals one (1) unit. A fraction of a multiple, when more than one-half (1/2) of weekly scale, shall be credited as another weekly unit.

(e) No more than ten (10) salary units may be credited to any performer.

(f) If records reflecting the actual Use Fees paid to individual Performers are not reasonably available to the Producer, then the total compensation may be calculated by taking the Prepayment percentage paid at the time of Production and deducting such percentage from the total compensation.

B. The amount payable to UBCP for ratable distribution to UBCP Performers shall be prorated on the basis of the proportion which the salary and time units for Performers covered by the UBCP Agreement bear to the total Performers' salary and time units for the picture. If records reflecting time worked are not reasonably available, then the aforementioned proration may be based on salary units alone.

C. With the first remittance of Use Fees in accordance with the aforementioned proration formula the Negotiating Producers shall provide UBCP with a complete breakdown showing the units earned by individual Performers working under a UBCP collective agreement, and the units earned by any individual Performers not covered by a UBCP collective agreement.

It is understood that the UBCP and the Negotiating Producers will settle any past claims under Section C in their entirety in accordance with the foregoing proration formula. It is recognized that the Producers (Distributors) may have overpaid under the 6% of Net Producers Revenue formula and, therefore, may be entitled to an offset. The Negotiating Producers undertake to remit to the Union, in an expeditious manner, any outstanding Use Fees and penalties, where applicable, that are owing to Performers covered by a UBCP collective agreement.

J. Nicholas Counter III
Negotiating Producers

Richard Davis
B.C. Branch, CFTPA

So Confirmed:

John Juliani, President

August 20, 1999
Date

C:\PROGRAM FILES\COMPUSERVE\DOWNLOAD\C410-2.DOC

SIDELETTER NO. 4

INTENTIONALLY DELETED

SIDELETTER NO. 5

March 31, 2003

Tracey Wood
Legal Counsel
Union of B.C. Performers
300-856 Homer Street
Vancouver, B.C. V6B 2W5

Re: Rest Between Days

Dear Tracey:

During the negotiations for the 2003 Union of British Columbia Performers Master Production Agreement, the UBCP proposed to increase the rest between work days from ten (10) hours to eleven (11) hours. In making this proposal, the UBCP argued that long work days are tiring and stressful for performers, and that the stress is compounded when performers are required to work long hours on consecutive days and weeks of employment. The UBCP noted that long work days are particularly problematic for television series regular performers and for performers who are required to wear extensive prosthetic make-up.

While the Producers did not agree to the UBCP's proposal to increase the ten (10) hour rest period, the Producers did agree to provide the UBCP with a "Comfort Letter" relating to rest between days.

The Producers agree that it is not in the best interests of the Producers and the performers when long days are repeatedly worked on a production. However, long days are often unavoidable. When consecutive long work days are required, the Producer will consider the request of a performer to change the performer's call time. However, it is within the sole discretion of the Producer to grant the performer's request and the decision of the Producer may not be challenged by the performer or the UBCP in any forum.

Lastly, the Producers confirm that under A409, "Right to Negotiate Above Minimum Terms," a Performer may negotiate with a Producer for better terms and conditions. Said terms and conditions may include rest periods.

Sincerely,

J. Nicholas Counter III

Neil Haggquist

Accepted and Agreed:

Tracey Wood

Date: Aug 5, 2003

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SIDELETTER NO. 6

April 1, 2007

Mercedes Watson
CEO & Chief Negotiator
Union of B.C. Performers
400-1155 West Pender Street
Vancouver, B.C. V6E 2P4

Re: Confirmation Regarding the Calculation of Permit Fees Under A601 and No Recourse Against the Producer

Dear Mercedes:

During the negotiations for the 2003 Union of British Columbia Performers Master Production Agreement, the bargaining parties confirmed that under A601, work permits are paid on a weekly basis and not on a weekly *and* episodic basis. The bargaining parties also confirmed that when a non-Canadian Performer works more than one (1) week on a theatrical motion picture, movie-of-the-week, mini-series or television series, the higher work permit fee is paid only for the first week of production. *E.g.*, under A601(a)(iii), if a Performer appears in multiple episodes of a series, the work permit fees for such episodes are two hundred twenty-five dollars ($225) for the first week and one hundred seventy-five dollars ($175) for each subsequent week of the series in which the Performer appears. This relates to all Performers who appear in an episode(s) of the series and is not limited to series regulars and Performers with recurring parts.

In addition to the foregoing, as a more general matter with respect to the payment of permit fees under A601(a)(i) and D303, the bargaining parties confirmed that the UBCP has no recourse against the Producer when Performers do not remit permit fees to the Union.

Sincerely,
On behalf of the Negotiating Producers

Canadian Affiliates, AMPTP

B.C. Producers' Branch of the CFTPA

Accepted and Agreed:

Mercedes Watson
Union of British Columbia Performers/ACTRA

SIDELETTER NO. 7

April 1, 2007

Union Representative
Union of B.C. Performers
400 - 1155 West Pender Street
Vancouver, BC V6E 2P4

Dear Sirs/Mesdames:

Re: Comfort Letter/D301 and D303

This Comfort Letter addresses two (2) provisions of the 2003 British Columbia Master Production Agreement, Section D301, "Preference of Engagement", and Section D303, "Permit Fees", which were modified by the bargaining parties in the recent negotiations.

First, with respect to Section D301, "Preference of Engagement", this will acknowledge receipt of your letter dated January 20, 2003.

For clarity, we confirm that, in recent bargaining, the UBCP asked the Negotiating Producers to voluntarily recognize the UBCP as representative of background extras. The position of the Negotiating Producers was and is that they do not voluntarily recognize the UBCP's representation of background extras.

The UBCP then sought to negotiate a "*third tier* of preference of engagement" on behalf of background extras who are members of the UBCP ("UBCP Extra Members"), after producers extend preference of engagement to UBCP Performers and Apprentices pursuant to Article "D" of the B.C. Master Production Agreement. The Negotiating Producers agreed to this request based upon the UBCP's confirmation that this preference applies only with respect to Qualified Background Performers *i.e.*, the first fifteen (15) Background Performers in a particular Production n a particular day (or the first twenty-five (25) Background Performers on a theatrical motion picture with a production budget of twenty million dollars ($20,000,000)). The UBCP agreed that this modification would not be relied upon as evidence or argument of any change from the Negotiating Producers' position that they have not and do not grant voluntary recognition to the UBCP representation of background extras.

Second, with respect to Section D303, "Permit Fees", after the conclusion of negotiations, the UBCP requested that the Negotiating Producers revise Section D303 to include UBCP Extra Members, so that the UBCP would be able to collect permit fees from UBCP Extra Members who are engaged as Qualified Background Performers under Section D303 and Section D501,

"Minimum Number of Qualified Background Performers Required", *i.e.*, the first fifteen (15) Background Performers in a particular Production on a particular day (or the first twenty-five (25) Background Performers on a theatrical motion picture with a production budget of twenty million dollars ($20,000,000)).

The Negotiating Producers agreed to the UBCP's request on the same basis that the Producers agreed to the UBCP's request to modify Section D301, namely, based on the UBCP's agreement that this modification would not be relied upon as evidence or argument of any change from the Negotiating Producers' position that they have not and do not grant voluntary recognition to the UBCP representation of background extras.

There were no other agreements, representations or warranties with respect to any of the foregoing issues in recent bargaining or in post-bargaining meetings, conversations, or processes.

Sincerely,
On behalf of the Negotiating Producers

Canadian Affiliates - AMPTP

BC Producers' Branch-CFTPA

Accepted and Agreed:

Union Representative

Date: April 1, 2007

SIDELETTER NO. 8

March 31, 2003

J. Nicholas Counter III
Alliance of Motion Picture and Television Producers
15503 Ventura Boulevard
Encino, CA 91436

Dear Mr. Counter:

In our recent round of bargaining, the UBCP negotiated changes to the work permit language and procedures for Canadian non-members (Article A601). In this article it was agreed that UBCP shall have the discretion for setting and modifying those work permits issued for Canadian non-members. As was discussed at bargaining, these work permits are paid by the performer and are deducted from wages paid.

We have determined that for ease of administration, the language pertaining to the authorization of the permit deduction should be contained on the individual performer contract, which is currently Appendix E of the collective agreement. The Union wishes to confirm that notwithstanding the inclusion of the performer contract as an appendices, the UBCP retains the right (with 60 days notice to the producers and payroll companies) to modify the amounts for the permits noted on the contract. Additionally, we are confirming that the inclusion of the language on the contract will suffice as a work permit form per the new language in the agreement.

If this reflects your understanding regarding the administration of these matters, please indicate your acceptance below.

Regards,

Tracey Wood
Legal Counsel
Union of BC Performers

Accepted and Agreed:

J. Nicholas Counter III for the AMPTP Canadian Affiliates
Date: 7/30/2003

Neil Haggquist for the BC Branch of the CFTPA
Date: 8/13/2003

SIDELETTER NO. 9

October 9, 2009

Mercedes Watson
CEO & Chief Negotiator
Union of BC Performers/ACTRA
400 – 1155 West Pender Street
Vancouver, BC V6E 2P4

Dear Mercedes:

The UBCP's jurisdiction over cyberscanning is non-exclusive and, therefore, Producer may, at its discretion, utilize non-union employees to perform such work or purchase or subcontract cyberscanning work.

When an individual is engaged under the UBCP Agreement to perform cyberscanning services, the following shall apply:

A. If cyberscanning services are rendered on a day that an individual is otherwise engaged on the production in another category covered by this Agreement (e.g., actor, principal actor, background performer), the time spent in cyberscanning shall be subject to the same rate of pay and working conditions as apply to the other category under which the individual is covered.

B. In any other situation in which the Producer elects to cover an individual engaged to render cyberscanning services under the terms of this Agreement, the individual shall be subject to the terms and conditions applicable to background performers, except that the minimum call time shall be two (2) hours and the minimum hourly rate shall be $25.00 per hour and any compensation earned for such cyberscanning services shall be excluded from the calculation of 'Net Fees' as set forth in A334.

Canadian Affiliates, AMPTP

Date: Sept 17 2010

BC Producers' Branch-CFTPA

Date: Sept. 29, 2010

Accepted and Agreed:

Mercedes Watson
CEO & Chief Negotiator
Union of BC Performers/ACTRA

Date: Dec. 2, 2009

SIDELETTER NO. 10

October 9, 2009

Carol Lombardini
Canadian Affiliates, AMPTP
15301 Venutra Blvd., Building E
Sherman Oaks, CA 91403-5885
United States of America

Dear Ms. Lombardini:

The Union shall cooperate with the Producer in ensuring that each performer provides to Producer the personal information necessary for the Producer to apply for production tax incentives and, on productions originating in the United States and covered by the BCMPA, to comply with the Adam Walsh Child Protection and Safety Act, 18 U.S. Code Section 2257, *et seq.*

For purposes of compliance with applicable Canadian privacy laws, including the Personal Information Protection Act ('PIPA'), the Producer agrees to implement the following practices and policies in regard to the collection, use and disclosure of performers' personal information:

A. The Producer shall advise performers (or their agents) and background performers' agents, prior to such performers' and background performers' first day of employment, of the documents to be brought to the set on their first day of employment. Each performer and background performer shall be responsible for compliance with this requirement.

The performer's personal information shall be collected on the set by the Casting Coordinator, or the Extras Casting Director, or their designated on-set coordinators or by another person or persons designated by the Producer. The Casting Director or Coordinator or other designated person(s) shall inform performers of the purpose for which such personal information is collected. If the Producer has advised the performer or background performer to bring a photocopy of government-issued photo identification to the set, the original identification shall not be collected, except when necessary to make a photocopy (in which case the original shall be returned to the performer as promptly as possible). The photocopy so made or collected shall be attached to a Walsh Act form.

B. The Producer shall designate the person or persons who shall maintain custody and control of the personal information collected on the set. Such information, shall be sent to the Production Office at the end of each day.

C. In the Production Office, the personal information shall be stored by the Payroll Accountant in a locked file cabinet in the Accounting Office. No one else shall have access to the information.

D. Upon conclusion of principal photography (or, if the Producer so desires, at an earlier time), the information shall be forwarded to the Custodian of Records at the place designated by the Producer for maintenance of such records. The Custodian of Records will ensure that the personal information is securely stored and can only be accessed by him/her or his/her authorized designate.

E. Upon conclusion of the applicable statutory retention period, steps will be taken to destroy the information and to provide confirmation of destruction to the Union.

Regards,

Mercedes Watson
CEO & Chief Negotiator
Union of BC Performers/ACTRA

Accepted and Agreed:

Canadian Affiliates, AMPTP
Date: Sept 17, 2010

BC Producers' Branch-CFTPA
Date: Sept. 29, 2010

SIDELETTER NO. 11

October 9, 2009

Mercedes Watson
CEO & Chief Negotiator
Union of BC Performers/ACTRA
400 – 1155 West Pender Street
Vancouver, BC V6E 2P4

Re: Furnishing of Scripts

Dear Mercedes:

Reference is made to the provisions of Article A407 and A414(a)(ix), concerning the furnishing of scripts to the Union of British Columbia Performers ('UBCP'). This Sideletter confirms the understanding of the parties as to the manner in which these provisions will be implemented during the term of the 2009-2012 British Columbia Master Production Agreement.

Both the Producers and the UBCP acknowledge that it is often necessary to maintain the confidentiality of a script. Recognizing that to be the case, the UBCP agrees that any request for all or any portion of a script shall be directed only to the designated labor relations representative for the production and that each Producer shall have the absolute right, under the aforementioned provisions, to withhold from the UBCP any script because of confidentiality considerations. The Producer shall advise the UBCP if the script is not furnished in accordance with the UBCP's request to do so pursuant to these contractual provisions because of confidentiality considerations.

Canadian Affiliates, AMPTP

Date: Sept 17, 2010

BC Producers' Branch-CFTPA

Date: Sept. 29, 2010

Accepted and Agreed:

Mercedes Watson
CEO & Chief Negotiator
Union of BC Performers/ACTRA

Date: Dec. 2, 2009

SIDELETTER NO. 12

April 1, 2018

Reference is made to the provisions of R108(a)(i)(C), R108(b)(i)(C), R108(b)(v)(C), R108(c)(v) and R204(a)(iii) of Appendix "R" of this Agreement and particularly to the language which affords the Producer the ability to elect the 3.6% DGR or 8% DGR payment option. This option may only be utilized with the consent of the Union upon request of the Producer.

The parties agree that the Union's consent to any such request shall be freely and timely granted unless the Union determines, in good faith, that the Production is not intended primarily for the New Media market. If the Union determines to withhold its consent, it shall, within five (5) business days, advise the Producer of the reason(s) for its decision and provide an opportunity for the Producer to refute the facts upon which the Union relied for its decision. Thereafter, should the Producer dispute the Union's final determination, the matter shall be subject to resolution pursuant to Article A10, "Grievance Procedures and Resolution."

It is further understood and agreed that the process outlined above to use the 3.6% DGR or 8% DGR option shall be conducted in confidence between the Union and the Producer involved and that any decision made with respect to any such request shall be confidential and non-precedential and may not be cited in any other proceedings.

Keith Martin Gordey, President
UBCP/ACTRA

July 4, 2018
Date

Carol A. Lombardini, President
AMPTP, Canadian Affiliates

June 27, 2018
Date

Jason Lee, Vice President, BC Industrial Relations
CMPA-BC

June 22, 2018
Date

SIDELETTER NO. 13

April 1, 2018

Re: Settlement of the Past

The following shall apply to any "conventional" Production produced under the 2007, 2009, 2012 or 2015 UBCP Master Production Agreements between April 1, 2007 and March 31, 2018 which has heretofore been released or is hereafter released in "New Media," as that term is defined in the 2018–2021 BCMPA. For greater clarity, the foregoing shall include all Productions that commenced principal photography prior to and continue beyond April 1, 2018 including, in the case of a Series, all episodes of the season (including the Pilot Program, if any) that began principal photography prior to April 1, 2018 as well as all episodes of the same season that began principal photography on or after April 1, 2018.

i. For any such Production released in New Media, Producer shall pay 3.6% of Distributors' Gross Revenue, as that term is defined in C407 of the 2018–2021 BCMPA, earned from New Media Use of the Production following expiration of the Prepayment period or recoupment of the Advance.

ii. Any Producer that has paid for New Media Use during the Prepayment period or before recoupment of the Advance shall be entitled to a credit equal to the amount paid to UBCP for New Media Use of the Production based on revenue earned during the Prepayment/Advance period. This credit may be applied to amounts due for any other Use of the Production.

Notwithstanding the foregoing, any Producer who elected the Prepayment option and, pursuant to an enabling request granted by the Union, paid an additional five percent (5%) of Performers' Net Fees for New Media Use shall not be entitled to a credit of the additional amounts so paid.

iii. In lieu of making payments for New Media Use under the provisions of the aforementioned UBCP Master Production Agreements, Producer shall be obligated to make payments pursuant to this Settlement Agreement as described above. Compliance with this Settlement Agreement shall fully discharge Producer's obligations to make payments for New Media Use under the aforementioned Master Production Agreements.

iv. All Producer payments due in connection with this Settlement Agreement shall be made by June 30, 2018 after which interest on such payments shall accrue at a rate of prime (based on the Bank of Canada rate on June 30, 2018) plus one percent (1%) annually.

Keith Martin Gordey, President
UBCP/ACTRA

July 4, 2018
Date

Carol A. Lombardini, President
AMPTP, Canadian Affiliates

June 27, 2018
Date

Jason Lee, Vice President, BC Industrial Relations
CMPA-BC

June 22, 2018
Date

April 1, 2018

Bulletin/Guidelines Regarding Extended Work Days

During the 2018 negotiations, the UBCP approached the Canadian Affiliates of the AMPTP and CMPA-BC with concerns regarding Performer fatigue. Specifically, the UBCP expressed concern that it may not be safe for Performers who are experiencing fatigue to drive home after an extended work day.

The UBCP presented to the Negotiating Producers a study prepared by Six Safety Systems that highlighted the following symptoms of fatigue:

- Momentary lapse of attention
- Slower reaction times
- Diminished steering performance while driving
- Difficulty focusing and concentrating

The Negotiating Producers reaffirm their commitment to the safety of Performers. To that end, they endorse the following guidelines, which set forth common sense measures to be considered when extended work days are necessary:

1. When an extended work day is necessary, the need for same shall be identified as far in advance as possible so that appropriate planning may occur.

2. Any Performer who believes that he/she is too tired to drive safely should notify an authorized representative of the Producer before leaving the set. Such request should be made for safety reasons and not for convenience. In that event, the Producer will find alternative means of transportation or provide a rest area or hotel room. Such request may be made without fear of reprisal and will not affect any future employment opportunities.

3. When an extended work day is necessary, appropriate beverages, such as water and caffeinated beverages, and easily metabolized foods or protein-based snacks should be consumed by Performers to maintain energy and alertness levels.

4. Performers should take steps to improve their quality of sleep as identified by the Actsafe Fatigue Recommendations.

To ensure that Performers are informed of the terms of these Guidelines, the AMPTP and CMPA-BC will undertake to distribute these Guidelines periodically to those member companies producing within the Province of British Columbia. In addition, should any questions arise with regard to these Guidelines, the UBCP should contact labour relations or a representative of the CMPA-BC.

Carol A. Lombardini, President
AMPTP, Canadian Affiliates

June 27, 2018
Date

Jason Lee, Vice President, BC Industrial Relations
CMPA-BC

June 22, 2018
Date

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